



December 29, 2023

**SUBJECT: HACM-2023-RFP-03 General Contractor Services for
Pueblo Del Mar Apartments**

The Housing Authority of the County of Monterey ("HACM") invites proposals from qualified General Contractors for the rehabilitation of the Pueblo Del Mar Apartments located at 17 Regiment Ct Marina, CA.

Proposals will be accepted by mail or by email until 10:00 a.m., (Pacific Time), on February 5th, 2024. Proposals received after 10:00 a.m. on February 5th, 2024, will be rejected without consideration.

Questions of a procedural nature may be directed
to Delayna Cambunga at (831) 775-5064.
We look forward to receiving your proposal.



**REQUEST FOR PROPOSALS
HACM-2023-RFP-03**

**General Contractor Services for
Pueblo Del Mar Apartments**

RFP Issued:	January 8th, 2024
Pre-Proposal Conference, <u>Non-Mandatory</u>	January 24, 2024 at 11:00 AM
Questions Due	January 26, 2024 by 10:00 AM (Pacific Time)
Email Questions To:	dcambunga@hamonterey.org (Indicate above RFP #23-HACM-03 in "Subject")
Proposal Due:	February 5th, 2024@ 10:00 AM (Pacific Time)

Contact person for the above RFP:

Procurement and Contract Manager- Delayna Cambunga

Email: dcambunga@hamonterey.org

Contact info for Project Manager: Ricardo Calderon

Email: rcalderon@hamonterey.org

Phone: 831- 970-9561

REQUEST FOR PROPOSALS HACM-2023-RFP-03

2023-RFP-03 HACM- General Contractor for Pueblo Del Mar Apartments

TABLE OF CONTENTS

1. General Information	4
1.1 RFP Introduction	4
1.2 HACM Reservation of Rights	4
1.3 HACM Information.....	4
2. Scope of Work	5
3. Proposal Submission Requirements	7
3.1 Proposal Format	8
A. Letter of Interest.....	8
B. Capability	8
C. Experience	9
D. Proposed Design Schedule.....	10
E. Proposed Cost.....	10
F. Required Forms.....	10
3.2 Required Forms/Certifications	
A. Cost Form.....	10
B. Profile and Certification/Qualifications Form	10
C. Section 3 Requirement and Action Plan	10
D. Addendum (if Applicable)	10
F. Other Required Documents.....	10
4. Process for Selecting Contractor.....	10
4.1 RFP Timeline.....	10
4.2 Preproposal Conference	10
4.3 Questions/Answers.....	11
4.4 Proposal Due Date	11
4.5 Selection Process.....	11
4.6 Evaluation Criteria	13
5. Contract Requirements	13
5.1 Contractor Requirements.....	13
5.2 Contract Award.....	14
5.3 Contract Conditions	14
5.4 Contract Terms.....	15

Documents (in the order of the RFP Package)		MUST be submitted with Proposal.
	PROPOSAL SUBMISSION REQUIREMENTS (in Section 3 of RFP)	
	<p>1. Proposal Format</p> <ul style="list-style-type: none"> A. Letter of Interest B. Capability C. Experience D. Proposed Design Schedule E. Proposed Cost Form (<u>See Exhibit D</u>) <p>2. Required Forms/Certifications (All forms attached – except addendum acknowledgement. This will be issued if an Addendum is issued)</p> <ul style="list-style-type: none"> A. Proposed Cost Form B. Profile and Certification/Qualifications Form C. Section 3 Requirement and Action Plan D. Addendum Acknowledgment (if applicable) 	
	ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS	
A.	Scope of Work by Project Manager	
B.	Location Map & Aerial Photos for PDM/ Community Center	
C.	Proposed Cost Form	
D.	Profile and Certification/ Qualification Form	
E.	Section 3 Requirements and Action Plan	
F.	Addendum Acknowledgment	
G.	HACM Insurance Requirements	
H.	Prevailing Wage/ Davis Bacon Determination	

1. GENERAL INFORMATION

1.1 RFP Introduction

The Housing Authority of the County of Monterey (“HACM”), and its affiliates Housing Development Corporation (HDC)- collectively referred to as HACM, invites proposals from qualified and licensed Contractors for General Contractor services.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety and any designated attachments.

1.2 HACM Reservation of Rights

- HACM reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACM to be in its best interests.
- HACM reserves the right not to award a Contract pursuant to this RFP.
- HACM reserves the right to terminate a Contract awarded pursuant to this RFP at any time for its convenience.
- HACM reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- HACM reserves the right to negotiate the fees proposed by the proposed entity.
- HACM reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP including, but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services.
- HACM shall reserve the right at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- HACM is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to HACM.

1.3 HACM Information

HACM was established in 1941 under the authority of the Health and Safety Code by Resolution which identified a need for safe and sanitary low-income housing, by the Monterey County Board of Supervisors. HACM provides rental subsidies, manages, and operates affordable housing units, and develops affordable housing to assist low- and moderate-income families, seniors, and persons with disabilities living in Monterey County.

2. **SCOPE OF WORK**

It is the intent of this RFP to establish a term contract with a vendor or multiple vendors for HACM for labor, materials and equipment necessary to provide General Contractor services for the Pueblo Del Mar Apartments Rehabilitation.

Through a competitive qualification and bid-based procurement process, HACM intends to enter into an agreement with a qualified vendor for these General Contractor services.

All work is to be performed according to industry standards and to the requirements and satisfaction of HACM. The scope of work is summarized in Attachment A by our Project manager, Ricardo Calderon.

Pueblo Del Mar Apartments (PDM), located in Marina, California and constructed circa 1980, is a 56-unit, residential complex made up of 10 buildings plus a community center. PDM serves families in recovery by providing safe, affordable, transitional housing programs to families who are committed to the recovery process, here in Monterey County. Residents are able to build social networks and support a system designed to foster positive lifestyles.

The townhomes are all 2 bedroom/ one bath units, including 2 designated handicap accessible units. The community sits on level ground and constructed of wood framed buildings with a stucco exterior. Of the 10 buildings, 4 have had new roofing installed, while the other 6 should be replaced. There is one entrance to the homes off of MacArthur Drive.

The Community Center also known as The Nancy Dodd Community Center is located at 3043 MacArthur Dr. Marina, Ca. This area consists of the community center, community kitchen, day-care center, gardening areas/ storage buildings. The community kitchen shall be converted into a commercial kitchen.

The rehabilitation work may include, but will not be limited to:

- General and Site Improvements;
- Building Systems;
- Building Exteriors;
- Common Facilities; and
- Apartment Interiors.

The rehabilitation work is expected to largely include the items identified in the "Property Assessment for PDM" and "Community Center Assessment", condition columns. Prepared by the CNA Specialists dated September 6, 2023 (provided in Exhibit A). The scope of rehab work will be precisely determined by the reported Capital Needs Assessment as well as guidance from our Project Manager.

It is anticipated that to the greatest extent feasible, the project will remain occupied during renovation work. Depending on the level of interior renovation, a portion of the units may be vacated for a period of time to complete mold the upgrade of interior finishes. The rehabilitation work is estimated to be completed within 8- 10 months. Relocation, as required, will take place immediately preceding and throughout the construction period for this project. The Owner and property manager will provide management of the relocation process, as needed. Renovation is planned to be implemented in a single phase, with work planned, staged and sequenced in advance as necessary to reduce disruption to residents. The GC is expected to participate in the staging and planning of the relocation/ staging/ construction process.

The following existing design documents can be found in the Attachments as follows:

1. Scope of Work by Project Manager – Attachment A
2. Location Map & Aerial Photos- Attachment B
3. Property Assessment for Pueblo Del Mar Apartments prepared by the The CAN Specialists

Estimated Duration: **8- 10** months

During the Construction Phase, the General Contractor will:

1. Attend regular meetings with the Ricardo Calderon- Project Manager and HACM.
2. Participate in the development/modification of the plans and specifications for the project, including evaluations of constructability, cost and design conflicts.
3. Conduct pricing of the Project improvements at key milestones (Schematic Design completion, Design Development Completion, and 50% Construction Documents) in the development of the plans and specifications.
4. Engage in value engineering activities to assist HACM in ensuring that the final plans and specifications describe a project that can be completed within the Owner's budget.
5. Obtain a comprehensive bid for the final plans and specification.
6. Assist HACM with obtaining all necessary permits
7. Bid to suppliers and contractors
8. Coordinate all trades required for proper execution
9. Facilitate/coordinate preparatory meeting with key subcontractors
10. Coordinate with HACM on resident relocations
11. Coordinate plans and sensitivity studies of the surrounding neighborhoods, if needed
12. Provide meeting management and detailed reporting
13. Exercise document control
14. Enforce all COVID, OSHA, and client-specified safety rules and regulations
15. Mitigate delays and additional costs
16. Assure the quality of the product
17. Facilitate the closeout/warranty period of the project
18. Address warranty issues in a timely, organized manner
19. Assist with obtaining final building permit sign-offs

20. Comply with HUD Section 3 requirements and Davis-Bacon, including submission of timely reports and certified payrolls

3. PROPOSAL SUBMISSION REQUIREMENTS

HACM intends to retain the successful proposer or proposers pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that HACM will consider factors other than just cost in making the award decision). Therefore, so that HACM can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement HACM has published herein or has issued by addendum.

3.1 Proposal Format

To provide objective criteria that can be used in determining various Proposers’ abilities, please address the following items in the order presented. Exhibits, such as Resumes, Proposed Fees, or any other documents of a related nature developed by the Contractor may be attached. The proposer may include any other general information that the proposer believes is appropriate to assist the HACM in its evaluation.

HACM will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

A. Letter of Interest

Please provide a letter of interest on the firm's letterhead, which includes the location of the firm's primary office. Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.

Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications, and other relevant information.

The proposer's entity must provide a concise description of its managerial capacity and financial viability to deliver the proposed general contractor services.

This page should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment, branch office location(s) and contact

information.

B. Capability

Provide a narrative of the Firm's approach to substantial rehabilitation including where opportunities for creativity might be employed.

Describe the Firm's ability to clearly and methodically present the rehab scope of work for construction, the ability to successfully complete the design, engineering, and permitting in a professional, thorough, and timely fashion, and the ability to effectively engage all resources as General Contractor to oversee and complete rehabilitation construction of the property.

C. Experience

1. An overview of the firm's expertise and experience performing substantial rehabilitation of Type I and/or Type I/Type III multifamily property(ies);
2. An overview of the Firm's green building expertise, particularly in a rehabilitation context;
3. An overview of the Firm's experience with affordable multi-family housing and the design, building and contract requirements of public sources of affordable housing financing, including the CA Tax Credit Allocation Committee (TCAC), CA Debt Limit Allocation Committee, and the US Department of Housing and Urban Development (HUD);
4. Resumes of Firm's key personnel who will be assigned to this substantial rehabilitation project and a description of his/her relevant experience with comparable rehabilitation projects;
5. Descriptions and photograph(s) of comparable rehabilitation projects completed by the General Contractor within the past ten (10) years that are submitted as evidence of relevant experience. In addition to project photograph(s), please include the following for each project:
 - Number of units
 - Original building construction type
 - A general description of the rehab scope of work
 - Dates (month and year) of construction commencement and construction completion
 - The public sources of financing
 - Client's name and email and telephone contact information

D. Proposed design schedule

Please provide a proposed substantial rehabilitation schedule

E. Proposed Cost

Contractor must state the proposed costs for the services described in this RFP. See attached **“Attachment C– Proposed Cost Form”**.

F. Required Forms

See next Section 3.2, Required Forms/Certifications.

3.2 Required Forms/Certifications

The following forms must be submitted with your Proposal in the following order:

A. Proposed Cost Form (Attachment C) The form must be completed and signed.

B. Profile and Certification Form/Statement of Qualifications

The form Profile and Certification Form/Statement of Qualifications Form must be completed and signed (Attachment D).

C. Section 3 Requirements and Action Plan

HACM expects the selected Contractor to make a good effort to comply with the Section 3 policy. Refer to Attachment **“Section 3 Requirements and Action Plan”** in this RFP. Contractor must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of HACM, and a Certified Statement that the firm will make a good effort to comply with the Section 3 Policy. HACM Project Manager and Procurement Staff will monitor Contractor’s compliance with Section 3 Requirements.

D. Addendum Acknowledgement (if applicable)

E. Other Required Documents/Information

If applicable, please identify any subcontractors that will be used for this job. Please Note: All major subcontractors (10% or more) must also submit the preceding required information (refer to Section 5.3 (3)).

4. PROCESS FOR SELECTING CONTRACTOR

4.1 RFP Timeline

The following are proposed dates relating to this Contractor selection process:

January 8, 2024	RFP Issued
January 24, 2024	Non-Mandatory Pre-Proposal Conference scheduled at 11am
January 26, 2024	Questions in writing via email, due by 10:00 AM
February 5, 2024	Proposals due by 10:00 AM .

4.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference walk through will be held on-site. The

meeting will be held at the Nancy Dodd Community Center at 3043 MacArthur Dr on **January 24, 2023 at 11:00AM PST.**

4.3 Questions/Answers

Address questions to Delayna Cambunga at dcambunga@hamonterey.org. All questions must be submitted in writing or by email. All questions will be answered in writing in an Addendum issued and posted on HACM's website. No questions will be responded to after the question and answer period has expired.

Please Note: HACM will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submit in writing a request for HACM to do so. If the proposed clauses are not accepted by HACM, then the proposer must execute the Contract Form as is, and by submitting a Proposal the successful Proposer agrees to do so.

4.4 Proposal Due Date

Submissions to the Request for Proposal must be submitted by mail or hand delivered to the Procurement department at HACM no later than Monday, February 5th, 2024 10:00am.

Late proposals will not be considered.

4.5 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Proposers may be required to be interviewed by an Evaluation committee that will complete a final evaluation. The selection will be the sole responsibility of HACM. HACM reserves the right to reject any and all proposals, and shall select a service provider based on the most advantageous conditions for HACM. If multiple contracts are awarded, projects will be assigned based on bid cost and vendor availability for the project

A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HACM reserves the right to reject any proposals deemed by HACM not minimally responsive and to waive any minor informalities they deem so (HACM will notify such firms in writing of any such rejection).

B. Evaluation Committee

Internally, an Evaluation Packet will be prepared for each Evaluator as HACM anticipates that it will select a minimum of three (3) people to serve on a committee to evaluate each of the responsive Proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee Member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person

anything related to this RFP. As indicated in this document, the Procurement Staff is the only person at HACM that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

C. Evaluation

The appointed Evaluation Committee at HACM, shall evaluate the responsive Proposals submitted and award points pertaining to the Evaluation Criteria.

D. Potential “Competitive Range” and “Best and Finals” Negotiations

HACM reserves the right to conduct “Best and Finals” Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by HACM in as timely a manner as possible.

1. Determination of Top Ranked Proposer

Typically, all points are awarded by the Evaluation Committee. The Committee’s scores (points) will determine the final ranking. The final ranking is then typically forwarded by HACM Evaluation Committee to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final ranking may be forwarded to the HACM Board of Directors at a scheduled meeting for approval. Contract negotiations may, at the HACM's option, be conducted prior to or HACM approval.

2. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Evaluation Committee.

4.6 Evaluation Criteria. The following criteria will be used to evaluate all Proposals:

No.	Criteria	Points
1.	<u>Capability (25 points)</u> : Only qualified Firms with relevant expertise and comparable rehabilitation experience will be considered. At a minimum, a Firm must be licensed to perform the scope of work in Monterey County and the State of California, and the Firm must be able to maintain the minimum required insurance coverage described in Attachment G	25
2.	<u>Firm Experience (25 points)</u> : Extent and quality of bidder's comparable rehabilitation project experience, experience with affordable housing construction and to work with public agencies.	25
3.	<u>Construction Team Experience (20 points)</u> : Extent and quality of Estimators and Contractors to provide relevant cost data to inform the project	20
4.	<u>Proposed Cost (30 points)</u> : Proposed compensation structure including hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to HACM.	30
	Total	100

5. CONTRACT REQUIREMENTS

5.1 Contractor Requirements

The Proposer(s) selected must be fully qualified to perform the services described above and must possess the appropriate licensing. In addition, the work is funded by the CA Dept of Health Care Services issued award to the behavioral health bridge program. Any required documents generated by the Proposer and/or HACM must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The firm must also comply with all HACM contract requirements.

Prior to award, the *successful proposer(s)* will be required to provide the proper license documents and insurance certificates. See **HACM Insurance Requirements** under *Attachment section of the Table of Contents*.

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.2 Contract Award

A. Negotiations. Once Proposals have been evaluated and ranked, HACM may

use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed Contract will include tasks with a Scope of Services and a Fee-Schedule.

HACM reserves the right to enter into discussions with the firm(s) whose Proposal is deemed most advantageous and in HACM's best interest for the purpose of negotiations. HACM reserves the right to enter into negotiations with the responsible and responsive firms within the competitive range without the need to repeat the formal solicitation process.

HACM reserves the right to award without discussions.

- B. Meetings.** Once the Contract is awarded, the Contractor(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.
- C. Contract Award Procedure:** If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
 - 1. By completing, executing and submitting a Proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HACM, including the Contract clauses already attached in the 'Sample Contractor Agreement' under the Attachment section of the Table of Contents. Accordingly, HACM has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.3 Contract Conditions

The following provisions are considered mandatory conditions of any Contract Award made by HACM pursuant to this RFP:

- 1. **Contract Form:** HACM will not execute a Contract on the successful Proposer's Form. Contracts will only be executed on HACM's Form (please see **Sample Contract Agreement**) and by submitting a Proposal the successful proposer agrees to do so (please note that HACM reserves the right to amend this form as HACM deems necessary). However, HACM will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submits in writing a request for HACM to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY HACM, THEN THE PROPOSER MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of HACM to include such clauses does not give the successful proposer the right to refuse to execute HACM's Contract Form. It is the responsibility of each prospective proposer to notify HACM, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. HACM will consider and respond to such written correspondence in the Addendum, and if the prospective proposer is not willing to abide by HACM's response (decision), then that prospective proposer shall be deemed ineligible to submit a Proposal.

Please note: HACM has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD Forms included as a part of this RFP.

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

- 3. Unauthorized Sub-Contracting Prohibited:** The Proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Proposal is a joint venture with another firm. The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the Contract) without the prior written consent of HACM. Any purported assignment of interest or delegation of duty without the prior written consent of HACM shall be void and may result in the cancellation of the Contract with HACM, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed Contract; either as determined by HACM.

5.4 Contract Terms

HACM intends to enter into a term agreement with the selected firm(s).

ATTACHMENTS

(EXHIBITS / FORMS / DOCUMENTS)

Attachment A

Scope of Work- By Project Manager Ricardo Calderon

ROOFING/GUTTERS:

1. Replace roofing asphalt tiles w/ a 30yr warranty installation to meet all trade standards. ASTM
2. Replace felt. 30 mil.
3. Relace any dry rot /termite damage roof decking.
4. Replace any dry rot/termite damaged fascia/trim. All fascia/trim to be premiered on all sides.
5. Replace all sheet metal. Vents /drip edge /Gutters and spouts/flashing.
6. Roof asphalt tiles COLOR TO BE DETERMINED BY OWNER.
7. All nailing and fasteners meet ASTM and building standards.
8. All debris to be disposed of by General Contract in a Lawful Manner.

TUB ENCLOSURE/TOILETS:

1. Install fiberglass Tub enclosure/Shower rod Chrome finish /In white
2. Replace tub valve with a single handle Delta Brand/showerhead/In chrome fixtures
3. Replace Toilets /to meet California code water conservation mandates, in white.
4. Paint and texture (knock down) all restroom walls /Paint in a Navajo White/ Semi Gloss finish
5. Replace light fixtures (LED)/ceiling fans
6. Replace flooring with linoleum /Color and texture to be determined by Owner.
7. All Restrooms to be move in ready /debris to be disposed of in a lawful manner by GC

GAS FURNACE:

1. All furnaces to be installed shall be energy efficient.
2. All furnaces to be installed by licensed Contractor in HVAC (Heating, Ventilation, Air Conditioning).
3. All piping to meet code standards that apply.
4. All vents' pipes must be properly secured and sealed.
5. All wiring to the thermostats properly connected /thermostats to be replaced.
6. All debris and metals to be disposed of in accordance with local/state/federal codes.

STAIRWELLS/RAILING/BALUSTERS:

1. Replace fascia/Trim/ railing/baluster.
2. Primer all sides of lumber, and Paint to match finish.
3. Reseal deck/ Color to match.
4. Replace any dry rotted/termite damaged post/beams/header.
5. Install vapor barrier where required.
6. Replace damaged stringers, stubby post, wall rails. treads, riser.
7. Replace all and any mechanical fasteners.
8. All debris to remove in a lawful manner by Contractor.

BALCONIES/DECKS:

1. Replace baluster as needed and top cap /primer all sides and paint to match
2. Pressure wash decks and reseal/recoat matching color per manufacturer's instructions.
3. Replace brackets and replace dry rotted/termite damaged post / primer sealer all sides and paint to match.
4. All stucco related to balcony repair to be primed and paint and texture to match existing walls

5. All debris to be removed by Contactor in a lawful manner.

WINDOW REPLACEMENT:

1. All windows shall be energy efficient (with screens).
2. All windows will be of the same type/model throughout.
3. All windows will be retrofitted with stucco trim. (WATER PROOFING A MUST)
4. All windows will be sealed with a caulking that will be extreme expansion and long life. (years)
5. All windows will be of white color finish/paint and texture the inside walls/sills.
6. All debris to be removed in a lawful manner.

FOUNDATION >WATER LINE REROUTING:

1. Reroute the water line from the foundation through the cavity of the walls and ceiling as needed. All to be completed, to meet codes that govern the installation of plumbing.
2. The contractor will also complete all sheetrock repair, texture, and finish paint. Paint to match existing color and finish. Texture to be of same style finish. knock down, orange peel etc.
3. Copper or apex new generation can be installed- must meet plumbing codes.
4. Replace all or any ball valve.
5. All debris will be removed and disposed of in a lawful manner.

PRESUREWASH /PAINT EXTERIOR

1. Prep walls fill in any cracks /Pressure wash walls. (exterior)
2. Protect all properties that should not be painted; including personal property, cars, bikes, outside furniture etc.
3. Seal any exposed walls. Caulk shall be an extreme expansion type.
4. Color scheme to be chosen by owner. The paint will be an Elastomeric Exterior paint for stucco in the flat finish. The trim will be a semi-gloss finish.
5. All areas shall be clean of paints, cleaners, solvents, and debris disposed of in a lawful manner.

APPLIANCES:

1. All appliances will meet Housing Authority's standards, type/model/brand/Color/Manufacture.
2. All old existing appliances will be cataloged out of the system by HACM procurement, and all new appliances will be cataloged into the HACM system, before disposing/Installing of said appliance. Appliance deemed by HACM to retain will be by the sole discretion of HACM.
3. Appliances will be equipped with all and any necessary connections electrical cords /flex gas lines. All in safe length to allow tenants to clean behind appliance.

ADA COMPLIANCE UNITS: 3

1. Retrofit units to meet ADA requirements.
2. ADA Toilets, bathroom sink and tub faucet handles (Delta brand)
3. ADA mirror/ positioning of paper towel holder.
4. Properly positioned grab bars inside Bathroom.
5. Kitchen cabinets wheelchair access to kitchen sink /Faucet handles (ADA /Delta)
6. Low profile ADA tub enclosure w/ tub faucets w/ADA handle (Delta).
7. Front/rear door to meet ADA requirements.
8. Front/ rear threshold to be leveled or low-profile concrete ramp, to allow a wheelchair /scooter to enter the home.
9. ADA PART 2 (9) All modifications required to disturb walls and finishes. The contract shall prep walls, make any necessary repairs to walls and texture/ paint to match existing finishes and color.
10. Contractor to meet all requirements/ codes/ permit and inspections, where required.
11. All debris will be removed in a lawful manner.

COMMUNITY KITCHEN at Nancy Dodd Community Center:

1. Shall be fitted with a commercial stove- Rangehood w/fire suppressant system
2. Fit with stainless steel prep top and sink, because of the new commercial stove it will need to be fit with the proper pipe size to deliver the proper amount gas to the stove
3. The rangehood to be working with proper size wiring and breakers if needed .
4. The kitchen sink to be fitted with the proper size drain system required by governing code.
5. Contractor to follow through with any permits and schedule inspections
6. All existing appliances will need to be removed out of the HACM inventory before being removed out of the building or disposed of.
7. Also a small commercial refrigerator to be installed- stainless steel.
8. All appliances to be provided by the contractor with in the scope of work .

Attachment B
Location Map and
Aerial Photos

Pueblo Del Mar, 17th Regiment Ct, Marina, Ca



Nancy Dodd Community Center 3043 MacArthur Dr, Marina, Ca



Attachment C
Proposed Cost

EXHIBIT A
PROPOSED COST FORM

Complete Exhibit A to provide pricing that is consistent with the Scope of Services for services proposed for Pueblo Del Mar. Please note, HACM holds the right to reduce the scope of services if deemed necessary.

Price Proposal Hourly Rates

The price is required to be proposed in terms of hourly costs for each type of participant, and travel costs.

The Price Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation. A detailed Price Proposal including the personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

- 1) Direct salary rates;
- 2) Overhead rates;
- 3) General and Administrative rates, if any;
- 4) Profit or fee

Part B. Price Proposal Fixed Fee per Assessment and Energy Audit. The price is required to be proposed on a fixed fee per assessment and Energy Audit basis by Personnel Classification.

Price Proposals that are not submitted within the solicitation Exhibit or outside of the Exhibit format will not be accepted.

Points assigned to Respondent in this category will be based on the proposed hourly rates and fixed fee per assessment and evaluated based on its value to the Authority. **The Respondent with the overall lowest price will receive the maximum points; all others proposals will receive a proportionately lower total score.**

Allowable Costs

The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project-task dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

Cost Analysis

The Authority will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow the Authority to determine the reasonableness of the proposed contract cost.

Travel Reimbursement

Travel in the Monterey County area shall not be reimbursed.

Hourly Rates : Please note, this form is required to be submitted for your proposal consideration.

Position Classification	Rate/Hour	Overhead (%)	Profit (%)	Fully Burdened Hourly Rate
Project Manager Senior				
Project Manager Assistant				
Project Superintendent				
Project Superintendent Assistant				
Construction Manager				
Construction Foreman				
Principal				
Estimator				
Construction Inspector				
Skilled Tradesperson (Journeyman)				
Semi-Skilled Tradesperson (Apprentice)				
General Laborer				
Administrative				
Clerical				

The costs quoted above shall include all taxes and any other charges including travel expenses. The quoted costs should include labor and equipment, including all tools and vehicles, as well as any overhead costs.

Proposer Name: _____

Authorized Signature: _____

Title: _____ **Date:** _____

Address: _____

Telephone: _____ **Email:** _____

Attachment D
Profile and Certification Form

PROFILE AND CERTIFICATION FORM (Page 1 of 3)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Primary Contact for this Project: _____ Email Address: _____
- (5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach *professional resumes* for each. (Do not duplicate any resumes required above):

NAME	TITLE

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

- Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Small Business _____%
 Other (Specify): _____%

If applicable, WMBE Certification Number: _____

Certified by (Agency): _____

- (8) Federal Tax ID No.: _____
- (9) Business Name as Listed on the California Secretary of State Website: _____
- (10) California Secretary of State Entity Number: _____
- (11) [APPROPRIATE JURISDICTION] Business License No.: _____
- (12) State of _____ License Type and No.: _____

* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Section 3 Requirements" attached hereto. (See 'Section 3 Requirements Form and Action Plan')

PROFILE AND CERTIFICATION FORM (Page 2 of 3)

(13) Vendor Diversity Outreach Requirements: HACM requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with HACM for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with HACM's outreach requirements and that said business will provide to HACM evidence of the efforts described herein within three working days of such request.

a.) Written Notice

- Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE and other business enterprises. **[NOTE: You may be requested to submit a list of organizations that provided such assistance.]**
- We **did not** provide such written notice.

b.) Advertisement

- Not less than _____ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**
- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) Participation

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.
- The undersigned party **did not** obtain participation by MBE/WBE businesses.

(14) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Insurance Requirements" attached hereto. **(See 'HACM Insurance Requirements' attached)** Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name HACM as an additional insured and maintained throughout the term of the contract. The firm(s) must provide HACM with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by HACM

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

PROFILE AND CERTIFICATION FORM (Page 3 of 3)

- (16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACM? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (17) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against HACM or any person interested in the proposed contract; and that all statements in said bid are true.
- (18) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify HACM, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- (19) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages.
- (20) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".
- (21) Verification Statement: The undersigned party hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACM discovers that any information entered herein is false, that shall entitle HACM to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Attachment E

Section 3 Requirements and Action Plan

Contractor's Summary Guide to Section 3 Compliance

A. Introduction and Summary

The Housing Authority of the County of Monterey (HACM) has established a policy whereby any contractor that transacts business with HACM must meet the requirements of HACM Section 3 Policy as outlined in this document. This Section 3 Policy is required to be a flow down provision to each subcontract at every tier. This policy applies to all contracts valued over \$250,000.

This policy requires that employment and other economic opportunities generated by certain HUD financial assistance, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This document serves to fulfill two (2) main objectives: 1) it contains program definitions, requirements, information on program assistance provided by HACM and 2) it outlines the Section 3 program compliance measures of HACM.

B. Definitions

Low-Income Person

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families (See HACM income eligibility chart).

Very Low-Income Person

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller or larger families (See HACM income eligibility chart).

Section 3 Worker

A Section 3 worker is any worker who currently fits into, or when hired within the past five years fit into, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

Section 3 Business Concern

A Section 3 business concern is any type of business (sole proprietorship, partnership, non-profit, corporation) that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income person;
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. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

YouthBuild Program

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods

Targeted Section 3 Worker

A Section 3 targeted worker is a Section 3 worker who:

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of HACM or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.
- (3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Project

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$250,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Section 3 applies, on a per project basis, to all HACM projects that are fully or partially funded with HUD funding.

C. HACM Section 3 Goals

There are two Section 3 Goals. One for **Section 3 Workers** and the other for **Section 3 targeted Workers**. For HACM the goal for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed within HACM's fiscal year. The benchmark for **Targeted Section 3 workers** is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance within HACM's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

D. Section 3 Plan

The Contractor is required to submit with their bid/proposal package a Section 3 Plan for HACM review and written approval. The Section 3 Plan will detail the processes to be implemented to ensure that the above Section 3 goals will be met. The plan should specify the number of positions expected to be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting HACM residents for the available positions, which should include consultation with OHA's Section 3 Coordinator.

Qualitative processes to be included, but not limited to, in the Section 3 Plan are identified below. The HUD Section 3 website has additional educational resources and tools for developing the Section 3 Plan. The HUD website can be accessed at <https://www.hud.gov/section3/>.

E. Qualitative Processes for Section 3 Plan

The HACM Resident & Community Services Coordinator is the HACM's point of contact for assistance in identifying HACM's Section 3 and Targeted Workers.

Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers should but not be limited to the following.

- Providing training or apprenticeship opportunities.
- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Holding one or more job fairs.

- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisting Section 3 workers to obtain financial literacy training and/or coaching.
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
- Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of 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.

F. Documenting and Reporting-Section 3 Plan

1. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request. The reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by HACM's Labor Compliance Officer.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to HACM via LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current.

G. Compliance Reporting Systems

HACM utilizes LCPtracker in order to monitor the compliance requirements for Davis- Bacon, and Section 3 labor hour tracking policy requirements.

H. Section 3 Calculations

Below are the formulas for calculating Section 3 and Target Workers. This formula will be utilized to validate that contractors have met HACM's Section 3 goals.

Section 3 Workers = \geq 25%

Total Labor Hours

$$\frac{\text{Section 3 Target Workers}}{\text{Total Labor Hours}} \geq 5\%$$

Note: Professional Service Contracts are not applicable to Section 3 requirements. However, if Section 3 goals are met by a Professional Service Contractor, the hours can be added in the numerator of the Section 3 calculation.

Resident Referral Process

HACM is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to HACM well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

Union Contractors: OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

New Hire Section 3 Information Form

General contractors and subcontractors will be provided this form upon award. Every **new hire** should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to HACM as soon as possible after hiring for verification of Section 3 status.

Monthly Reports

HACM requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month.

Record Maintenance and Documentation

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

Compliance Reviews

HACM staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor’s compliance with Section 3. Where noncompliance is found, HACM will notify the contractor of the deficiency and make recommendations for corrective actions.

1	\$50,000 or less
2	\$57,150 or less
3	\$64,300 or less
4	\$71,400 or less
5	\$77,150 or less
6	\$82,850 or less
7	\$88,550 or less
8	\$94,250 or less

(Income limits eff. 04/01/2022)



Section 3 Action Plan (2 pages)

All firms and individuals bidding on any Section 3 covered contract with the Housing Authority of the County of Monterey (HACM) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

THIS PLAN OUTLINES YOUR COMMITMENT TO HACM'S SECTION 3 HIRING GOALS

COMPANY NAME:

ADDRESS:

PROJECT
(Bid/RFP#):

GENERAL SUBCONTRACTOR

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER- APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of New Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

___ (Check here and attach another sheet if applicable)

I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.

Signature

Printed Name

Title

Date

Section 3 Action Plan (continued)

EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor HACM resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to HACM owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other:

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date

SECTION 3 CLAUSE (24 CFR 135.38)

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135 and 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135 and 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135 and 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135 and 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 and CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act

(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attachment F
Addendum Acknowledgement



Housing Authority of the County of Monterey Initiatives

RFP # 22-048 General Contractor Services for Pueblo Del Mar Apartments

Addendum #1
(Page 1 of 2)

Date issued and released, _____

The following questions were submitted by the deadline and are answered in this addendum.

Question 1:

Answer 1:

This addendum is also issued to advise all potential bidders to note the following corrections: *(All other items in the original bid documents remain in effect.)*



**Housing Authority of the County of Monterey Initiatives
RFP # 22-048 General Contractor Services for Pueblo Del Mar**

**Apartments Addendum #
(Page 1 of 2)**

ACKNOWLEDGEMENT

Bidder hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum must be included with your bid.

Attachment G

Insurance Requirements

INSURANCE REQUIREMENTS

Consultant/Contractor/Organization shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as broad as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.

Minimum Limits of Insurance

Consultant/Contractor/Organizers 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 limits shall apply separately to their project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations, as applicable.)

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.

- 4. Cyber Insurance: **\$2,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
- 5. Professional Liability Insurance: **\$1,000,000** per occurrence.

Deductible and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions. HACM, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.

- 1. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects HACM, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by HACM, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
- 2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to HACM, its commissioners, members, officers, agents, employees and volunteers.
- 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the

Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to HACM.

Verification of Coverage

Consultant/Contractor shall furnish HACM with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by HACM before work commences. HACM 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.

** HACM shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

Attachment H
Prevailing Wage/Davis Bacon
Determination

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.