



June 24, 2025

**SUBJECT: HACM-2025-06 Furnace Replacement Services for
King City Home Key**

The Housing Authority of the County of Monterey ("HACM") invites proposals from qualified contractors for the replacement of the furnace systems at the Days Inn Home Key Property, located at 1130 Broadway Street, King City, Ca.

Proposals will be accepted by mail or by email until 3:00pm, (PST), on July 25, 2025. Proposals received after 3:00pm on July 25, 2025, will be rejected without consideration.

Questions of a procedural nature may be directed to
Delayna Cambunga at (831) 775-5064
Or Pablo Verdugo at (831) 775-5070

We look forward to receiving your proposal.



**REQUEST FOR PROPOSALS
#HACM-2025-06**

**Furnace Replacement Services for
King City Home Key**

RFP Issued:	June 24, 2025
MANDATORY Pre-Proposal Conference	July 09, 2025 at 9:00pm (Pacific Time)
Questions Due	July 16, 2025 by 10:00 AM (Pacific Time)
Email Questions To:	dcambunga@hamonterey.org (Indicate above HACM-2025-06 in "Subject")
Proposal Due:	July 25, 2025 @ 3:00pm (Pacific Time)

Contact person for the above RFP:
Procurement and Contract Managers
Delayna Cambunga: Email: dcambunga@hamonterey.org
Pablo Verdugo: Email: pverdugo@hamonterey.org

Contact info for Project Manager: Ricardo Calderon
Email: rcalderon@hamonterey.org
Phone: 831- 970-9561

REQUEST FOR PROPOSALS #HACM-2025-04

Furnace Replacement Services for King City Home Key

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Documents (in the order of the RFP Package)		MUST be submitted with Proposal.
	PROPOSAL SUBMISSION REQUIREMENTS	
	1. <i>Proposal Format</i> A. Letter of Interest B. Capability C. Experience D. Proposed Design Schedule E. Proposed Cost	
	EXHIBITS	
A.	Scope of Work by Project Manager	
B.	Plans	
C.	Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs	
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1. GENERAL INFORMATION

1.1 RFP Introduction

The Housing Authority of the County of Monterey ("HACM") through this Request for Proposals ("RFP") invites proposals from qualified and licensed contractors (each, a "Respondent") to replace the furnace systems in of King City Homekey Project (a "Proposal").

All Proposals submitted in response to this RFP must conform to all the requirements and specifications outlined within this document in its entirety and any designated exhibits.

1.2 HACM Reservation of Rights

- HACM reserves the right to amend through addenda, to reject any or all Proposals, to waive any informality in the RFP process or to terminate the process at any time, if HACM deems it necessary or 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 upon ten (10) days written notice to the successful Respondent(s).
- HACM reserves the right to retain all Proposals submitted and not permit their withdrawal, unless authorized in writing by HACM's Procurement & Contracts Manager, Delayna Cambunga, for a period of ninety (90) days following the bid deadline.
- HACM reserves the right to determine the days, hours and locations that the successful Respondent(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 have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
- At any time during the RFP or contract process, HACM may prohibit any further participation by a Respondent or reject any Proposal submitted that does not conform to any requirements detailed herein. Each prospective Respondent is hereby agreeing to abide by all terms and conditions listed

within this document and further agrees that the Respondent will inform the Interim Procurement Contracts Supervisor in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by HACM that the Respondent believes should be addressed. Failure to abide by this time frame shall relieve HACM, but not the prospective Respondent, of any responsibility pertaining to such issue.

- Proposed prices must be firm for ninety (90) days from the date of responding to this RFP.
- HACM is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted Proposals to HACM.
- No conversation with any officer, employee, agent or consultant of HACM, either before, during or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful Respondent to any adjustment in the contract time or contract sum whatsoever.

1.3 HACM Information

HACM was established in 1941 under the authority of the Health and Safety Code by a 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-income and moderate-income families, seniors and persons with disabilities living in Monterey County, California.

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 Furnace Replacement Services for KING CITY HOME KEY.

Through a competitive qualification and bid-based procurement process, HACM intends to enter into an agreement with a qualified vendor for these Furnace Replacement 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 Exhibit A attached hereto by our Project Manager, Ricardo Calderon (the "Furnace Replacement Services").

The King City Home Key project involves the renovation of a former Days Inn located on a 1-acre parcel in King City. Originally constructed in 1969, this two-story facility is slated for conversion into 45 studio units aimed at providing stable, affordable housing for individuals currently experiencing homelessness along the Salinas River encampments.

This Request for Proposal (RFP) specifically targets the roof replacement component of the renovation project. The selected contractor will be responsible for providing a comprehensive roofing solution that ensures durability, weather proofing, and compliance with all relevant building codes and standards.

Estimated Duration: 3-4 weeks

During the Construction Phase, the Respondent shall, as applicable:

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 HACM'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 subcontractors;
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; and
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 Respondent(s) 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 Respondents' 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 Respondent may be attached. The Respondent may include any other general information that the Respondent 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 Respondent's letterhead, which includes the location of the Respondent's primary office. Provide a narrative that gives a brief description of the Respondent, 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 Respondent'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 Respondent must provide a concise description of its managerial capacity and financial viability to deliver the proposed Furnace Replacement Services.

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

B. Capability

Provide a narrative of the Respondent's approach to the project including where opportunities for creativity might be employed.

Describe the Respondent's ability to clearly and methodically present the 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 contractor to provide the Furnace Replacement Services.

C. Experience

1. An overview of the Respondent's expertise and experience performing furnace replacement for Type I and/or Type I/Type III multifamily property(ies);
2. An overview of the Respondent's green building expertise;
3. An overview of the Respondent'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 Respondent's key personnel who will be assigned to this project and a description of his/her relevant experience with comparable projects;
5. Descriptions and photograph(s) of comparable projects completed by the Respondent 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 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 schedule for the Furnace Replacement Services.

E. Proposed Cost

Respondent must state the proposed costs for permit/ inspection costs and the Furnace Replacement Services described in this RFP.

4. PROCESS FOR SELECTING RESPONDENT

4.1 RFP Timeline

The following are proposed dates relating to this RFP:

June 24, 2025	RFP Issued
July 09, 2025	Pre-Proposal Conference scheduled at 9:00AM
July 16, 2025	Questions in writing via email, due by 10:00 AM
July 25, 2025	Proposals due by 3:00 PM

4.2 Pre-Proposal Conference

A mandatory pre-proposal conference walk through will be held on-site. The meeting will be held at 1130 Broadway st in King City, Ca. on **July 09, 2025 at 9:00 AM 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. Each Respondent shall be responsible for executing the addendum. No questions will be responded to after the question-and-answer period has expired.

Please Note: HACM will, during the question-and-answer period (requests must be submitted before the question deadline) consider any contract clauses that the Respondent 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 Respondent must execute the contract in a form substantially similar to the one provided by HACM, and by submitting its Proposal the successful Respondent agrees to do so.

4.4 Proposal Due Date

Submissions to the RFP must be submitted by mail or hand delivered to the Procurement department at HACM no later than **July 25, 2025, by 3:00PM PST**.

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 Respondent(s) may be required to be interviewed by an evaluation committee that will complete a final evaluation (the "Committee"). 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 it deems so (HACM will notify such Respondents in writing of any such rejection).

B. Evaluation Committee

The Committee will review the Proposals in accordance with this RFP. The Committee will recommend to HACM's Board of Commissioners (the "Board") a short list of Respondents. No Respondent shall be informed at any time during or after the RFP process as to the identity of any Committee member. If, by chance, a Respondent 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 are the only people at HACM that the Respondent(s) shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Respondent(s) to be eliminated from consideration for award.

C. Evaluation

The Committee 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 Respondents deemed to be in the competitive range. Any Respondent deemed not to be in the competitive range shall be notified of such, in writing, by the HACM in as timely a manner as possible.

1. Determination of Top Ranked Respondent

Typically, all points are awarded by the Committee. The Committee's scores (points) will determine the final ranking. The final ranking is then typically forwarded by the 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 Board at a scheduled meeting for approval. Contract negotiations may, at the HACM's option, be conducted prior to 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 Respondent will be excluded from participation on the Committee. Similarly, all persons having ownership interest in and/or contract with a Respondent will be excluded from participation on the Committee.

4.6 Evaluation Criteria.

No.	Criteria	Points
1.	<u>Capability (25 points)</u> : Only qualified Respondents with relevant expertise and comparable experience will be considered. At a minimum, a Respondent must be licensed to perform the scope of work in Monterey County and the State of California, and the Respondent must be able to maintain the minimum required insurance coverage described in <u>Exhibit D</u> .	25
2.	<u>Experience (25 points)</u> : Extent and quality of Respondent's comparable 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 (25 points)</u> : Proposed compensation structure including hourly rates, administrative fees, chargeable expenses and services,	25

	method and frequency of billing which are reasonable according to industry standards and acceptable to HACM.	
5.	<u>MBE/WBE/Section 3 (5 points):</u> Respondent is a minority-owned or women-owned business, a socially and economically disadvantaged business enterprise, a small business or Respondent qualifies for a Section 3 Business Preference.	5
	Total	100

5. **CONTRACT REQUIREMENTS**

5.1 **Respondent Requirements**

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

Prior to award, the *successful Respondent(s)* will be required to provide the proper license documents and insurance certificates, as described in Exhibit D.

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 Respondent(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 Respondent(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 Respondent(s) within the competitive range without the need to repeat the formal RFP process.

HACM reserves the right to award without discussions.

B. **Meetings** Once the Contract is awarded, the Respondent(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service. **Contract Award Procedure** If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed: By completing, executing and submitting a Proposal, the

Respondent is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HACM.

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 Respondent's Form. Contracts will only be executed on HACM's form, and by submitting a Proposal the successful Respondent 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 (requests must be submitted before the question deadline) consider any contract clauses that the Respondent 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 RESPONDENT MUST EXECUTE THE CONTRACT FORM AS PROVIDED.** Failure of HACM to include such clauses does not give the successful Respondent the right to refuse to execute HACM's contract form. It is the responsibility of each prospective Respondent 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 Respondent is not willing to abide by HACM's response (decision), then that prospective Respondent 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 Respondent 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 Respondent. The successful Respondent 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 Respondent 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 Respondent.

1. Section 3 Compliance

The Contractor agrees to comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the associated regulations. The purpose of this compliance is to ensure that employment, training, and contracting opportunities generated by this project are directed toward low- and very-low-income residents of the area, with a goal of providing economic opportunities to historically disadvantaged communities. The Contractor shall make best efforts to provide training and employment opportunities to Section 3 residents and to subcontract with Section 3 business concerns. The Contractor shall maintain records documenting its efforts to meet these requirements and shall provide reports as requested by the Contracting Authority to demonstrate compliance.

SCOPE OF WORK BY PROJECT MANAGER RICARDO CALDERON

****Project Overview: ****

The Housing Authority of Monterey County is proposing the replacement of all HVAC units in each room with environmentally friendly units. A total of ****45 units**** will be replaced, including 4 units for the common areas.

****Requirements: ****

1. ****Installation: ****

- All units must be installed following the manufacturer's instructions and in compliance with local codes and standards.

2. ****Disposal: ****

- The vendor is responsible for the legal and environmentally safe disposal of the old HVAC units.

3. ****Inspections: ****

- Installation must pass local inspections, which will encompass both electrical and HVAC aspects.

4. ****Change Orders: ****

- Any changes to the original scope must be approved and authorized before commencing work.
- The contractor is solely responsible for any change orders completed before authorization unless specified otherwise by the project manager.

5. ****Administrative Requirements: ****

- The contractor must submit a W9 form.
- The contractor must adhere to the relevant liabilities concerning wages and payments.

This scope outlines the necessary steps and responsibilities to ensure a successful HVAC unit replacement in the specified location.

EXHIBIT B

PLANS FOR KING CITY HOME KEY

(Please See Attached)

EXHIBIT C

**FORM HUD-5369-A, REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS, PUBLIC AND INDIAN HOUSING PROGRAMS**

(Please See Attached)

INSURANCE REQUIREMENTS

(Please See Attached)

EXHIBIT E

PREVAILING WAGE/DAVIS BACON DETERMINATION

(Please See Attached)

GENERAL NOTES

1. All grading and construction shall conform to 2019 California Building Code and Monterey County Local Amendment unless specifically noted on these plans.
2. Any modifications of, or changes to, approved grading plans must be approved by the Building Official.
3. No grading shall be started without first notifying the Building Official. A Pre-grading meeting at the site is required before the start of the grading with the following people present: Owner, grading contractor, design civil engineer, soils engineer, geologist, City grading inspector(s) or their representatives, and when required the archeologist or other jurisdictional agencies. Permittee or his agent are responsible for arranging Pre-grade meeting and must notify the Building Official at least two business days prior to proposed pre-grade meeting.
4. Approval of these plans reflect solely the review of plans in accordance with the 2019 California Building Code and Monterey County Local Amendment and does not reflect any position by King City regarding the status of any title issues relating to the land on which the improvements may be constructed. Any disputes relating to title are solely a private matter not involving King City.
5. California Public Resources Code (Section 5097.98) and Health and Safety Code (Section 7050.5) address the discovery and disposition of human remains. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, the law requires that grading immediately stops and no further excavation or disturbance of the site, or any nearby area where human remains may be located, occur until the following measures have been taken:
- a. The County Coroner has been informed and has determined that no investigation of the cause of death is required, and
- b. If the remains are of Native American origin, the descendants from the deceased Native Americans have made a recommendation for the means of treating or disposing, with appropriate dignity, of the human remains and any associated grave goods.
6. The location and protection of all utilities is the responsibility of the Permittee.
7. All export of material from the site must go to a permitted site approved by the Building Official or a legal dumpsite. Receipts for acceptance of excess material by a dumpsite are required and must be provided to the Building Official upon request.
8. A copy of the grading permit and approved grading plans must be in the possession of a responsible person and available at the site at all times.
9. Site boundaries, easements, drainage devices, restricted use areas shall be located per construction staking by field engineer or licensed surveyor. Prior to grading, as requested by the Building Official, all property lines, easements, and restricted use areas shall be staked.
10. If grading authorized by this plan is to extend through the rainy season, October 1 through April 15 of the following year, separate updated plans for erosion control must be submitted prior to October.
11. Transfer of Responsibility: If the civil engineer, the soils engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the building official in writing of such change prior to the commencement of such grading.
- INSPECTION NOTES
12. The permittee or his agent shall notify the Building Official at least one working day in advance of required inspections at the following stages of the work.
- (a) Initial. When the site has been cleared of vegetation and unapproved fill has been scarified, benched or otherwise prepared for fill. Fill shall not be placed prior to this inspection. Note: Prior to any construction activities including grading, all storm water pollution prevention measures, including erosion control devices which contain sediments, must be installed.
- (b) When approximate final elevations have been established: drainage terraces, swales and berms installed at the top of the slope; and the required in this Section have been received.
- (c) When grading has been completed and all drainage devices installed: slope planting established; irrigation systems installed; and the As-Built plans, required statements, and reports have been submitted and approved.
13. In addition to the inspection required of the Building Official for regular grading, reports and statements shall be submitted to the Building Official.
14. All graded sites must have drainage swales, berms, and other drainage devices installed prior to rough grading approval.
15. Final grading must be approved before occupancy of buildings will be allowed.
- DRAINAGE NOTES
16. Roof drainage must be diverted from graded slopes.
17. Provisions shall be made for contributory drainage at all times.

19. All storm drain work is to be done under continuous inspection by the Field Engineer. Weekly status reports shall be submitted by the Field Engineer to the local Building and Safety District Office.
20. An encroachment permit from King City is required for all work within or affecting the road right of way. All work within the road right-of-way shall conform to the King City encroachment permit.
- GENERAL GEOTECHNICAL NOTES
21. All work must be in compliance with the recommendations included in the geotechnical consultant's report(s) and the approved grading plans and specifications.
22. Grading operations must be conducted under periodic inspections by the geotechnical consultants with monthly inspection reports to be submitted to the Geology and Soils Section.
23. The soils engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to be satisfied that the work is being performed in accordance with the plan and applicable Code requirements.
24. Rough grading must be approved by a final engineering geology and soils engineering report. An As-Built Geologic Map must be included in the final geology report. Provide a final report statement that verifies work was done in accordance with report recommendations and code provisions.
25. Foundation, wall, and pool excavations must be inspected and approved by the consulting geologist and soils engineer, prior to the placing of steel or concrete.
26. Building pads located in cut/fill transition areas shall be over-excavated to a minimum of three (3) feet below the proposed bottom of footing.
27. Retaining walls located closer to the property line than the height of the wall shall be backfilled not later than 10 days after construction of the wall and necessary structural supporting members unless recommended otherwise by responsible engineer.

FILL NOTES

27. All fill, shall be compacted to the following minimum relative compaction criteria:
- a. 90 percent of maximum dry density within 40 feet below finished grade.
- b. 93 percent of maximum dry density deeper than 40 feet below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the geotechnical engineer.
- The relative compaction shall be determined by A.S.T.M. soil compaction test D1557-91 where applicable. Where not applicable, a test acceptable to the Building Official shall be used.
28. Field density shall be determined by a method acceptable to the Building Official.
29. Sufficient tests of the fill soils shall be made to determine the relative compaction of the fill in accordance with the following minimum guidelines:
- a. One test for each two-foot vertical lift.
- b. One test for each 1,000 cubic yards of material placed.
- c. One test at the location of the final fill slope, for each building site (lot), in each four-foot vertical lift or portion thereof.
- d. One test in the vicinity of each building pad for each four-foot vertical lift or portion thereof.
30. Sufficient tests of fill soils shall be made to verify that the soil properties comply with the design requirements, as determined by the Soils Engineer, including soil types, shear strengths parameters, and corresponding unit weights in accordance with the following guidelines:
- a. Prior and subsequent to placement of the fill, shear tests shall be taken on each type of soil or soil mixture to be used for all fill slopes steeper than three (3) horizontal to one vertical.
- b. Shear test results for the proposed fill material must meet or exceed the design values used in the geotechnical report to determine slope stability requirements. Otherwise, the slope must be re-evaluated using the actual shear test value of the fill material that is in place.
- c. Fill soils shall be free of deleterious materials.
31. Fill shall not be placed until stripping of vegetation, removal of unsuitable soils, and installation of subdrains (if any) have been inspected and approved by the soils engineer. The Building Official may require a "Standard Test Method" for moisture, ash, organic matter, peat or other organic soils and/or "ASTM D-2974-87" on any suspect material. Detrimental amounts of organic material shall not be permitted in fills. Soil containing small amounts of roots may be allowed, provided that the roots are in a quantity and distributed in a manner that will not be detrimental to the future use of the site and the soils engineer approves the use of such material.
40. Rock or similar material greater than 12 inches in diameter shall not be placed in the fill unless recommendations for such placement have been submitted by the soils engineer and approved in advance by the Building Official. Location, extent, and elevation of rock disposal areas must be shown on an "As Built" and "grading plan".

REVISED

CITY OF KING

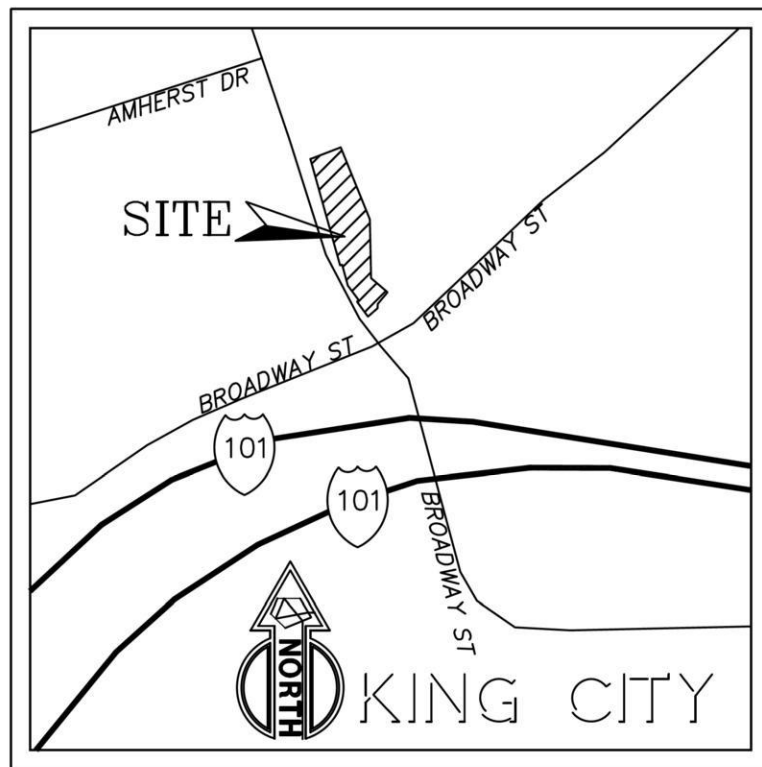
03/30/2023

City of King
Approved

04/03/2023

SHEET INDEX

- SHEET 1 GRADING AND DRAINAGE PLAN COVER SHEET
- SHEET 2 GRADING AND DRAINAGE PLAN
- SHEET 3 LOW IMPACT DEVELOPMENT



ATTACHMENT "B" NOTES

- The following BMPs, as outlined in, but not limited to, the California Stormwater Best Management Practice Handbook, January 2003 or the latest revised edition, may apply during the construction of this project (additional measures may be required if deemed appropriate by County Inspectors)
- EROSION CONTROL
- EC1 - SCHEDULING
- EC2 - PRESERVATION OF EXISTING VEGETATION
- EC3 - HYDRAULIC MULCH
- EC4 - HYDROSEEDING
- EC5 - SOIL BINDERS
- EC6 - STRAW MULCH
- EC7 - GEOTEXTILES & MATS
- EC8 - WOOD MULCHING
- EC9 - EARTH DIKES AND DRAINAGE SWALES
- EC10 - VELOCITY DISSIPATION DEVICES
- EC11 - SLOPE DRAINS
- EC12 - STREAMBANK STABILIZATION
- EC13 - POLYACRYLAMIDE
- TEMPORARY SEDIMENT CONTROL
- SE1 - SILT FENCE
- SE2 - SEDIMENT BASIN
- SE3 - SEDIMENT TRAP
- SE4 - CHECK DAM
- SE5 - FIBER ROLLS
- SE6 - GRAVEL BAG BERM
- SE7 - STREET SWEEPING AND VACUUMING
- SE8 - SANDBAG BARRIER
- SE9 - STRAW BALE BARRIER
- SE10 - STORM DRAIN INLET PROTECTION
- WIND EROSION CONTROL
- WE1 - WIND EROSION CONTROL
- EQUIPMENT TRACKING CONTROL
- TC1 - STABILIZED CONSTRUCTION ENTRANCE EXIT
- TC2 - STABILIZED CONSTRUCTION ROADWAY
- TC3 - ENTRANCE#OUTLET TIRE WASH

- NON-STORMWATER MANAGEMENT
- NS1 - WATER CONSERVATION PRACTICES
- NS2 - DEWATERING OPERATIONS
- NS3 - PAVING AND GRINDING OPERATIONS
- NS4 - TEMPORARY STREAM CROSSING
- NS5 - CLEAR WATER DIVERSION
- NS6 - ILLICIT CONNECTION/DISCHARGE
- NS7 - POTABLE WATER/IRRIGATION
- NS8 - VEHICLE AND EQUIPMENT CLEANING
- NS9 - VEHICLE AND EQUIPMENT FUELING
- NS10 - VEHICLE AND EQUIPMENT MAINTENANCE
- NS11 - PILE DRIVING OPERATIONS
- NS12 - CONCRETE CURING
- NS13 - CONCRETE FINISHING
- NS14 - MATERIAL AND EQUIPMENT USE
- NS15 - DEMOLITION ADJACENT TO WATER
- NS16 - TEMPORARY BATCH PLANTS

- WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL
- WM1 - MATERIAL DELIVERY AND STORAGE
- WM2 - MATERIAL USE
- WM3 - STOCKPILE MANAGEMENT
- WM4 - SPILL PREVENTION AND CONTROL
- WM5 - SOLID WASTE MANAGEMENT
- WM6 - HAZARDOUS WASTE MANAGEMENT
- WM7 - CONTAMINATION SOIL MANAGEMENT
- WM8 - CONCRETE WASTE MANAGEMENT
- WM9 - SANITARY/SEPTIC WASTE MANAGEMENT
- WM10 - LIQUID WASTE MANAGEMENT



PREPARED UNDER THE DIRECTION OF

3/29/2023

DAVID SILVERMAN
PE 58650

DATE

1

OF 3 SHEETS

Advanced Engineering & Consulting

22837 Ventura Blvd, Suite 100, Woodland Hills, CA 91364
(818) 222-7982

DATE	3/29/2023
DRAWN	ELAHE-RAJEE
DESIGNED	ELAHE-RAJEE
CHECKED	DAVID SILVERMAN

OWNER

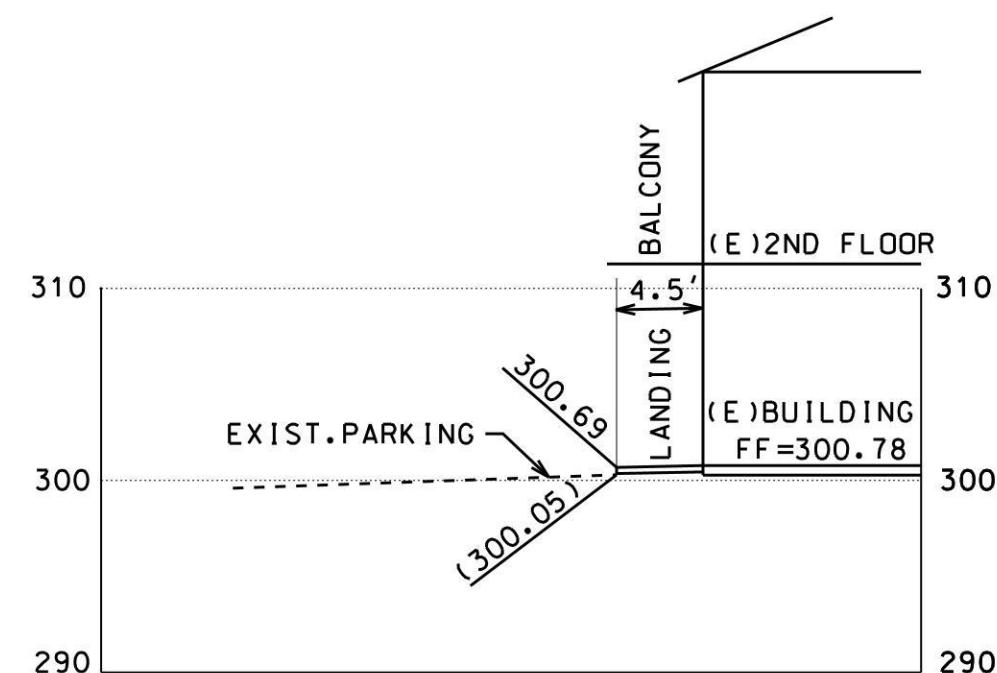
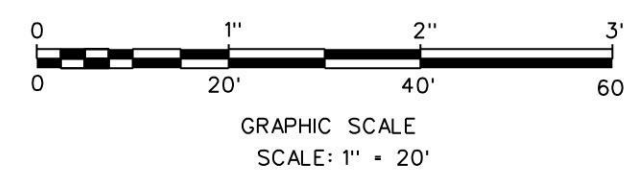
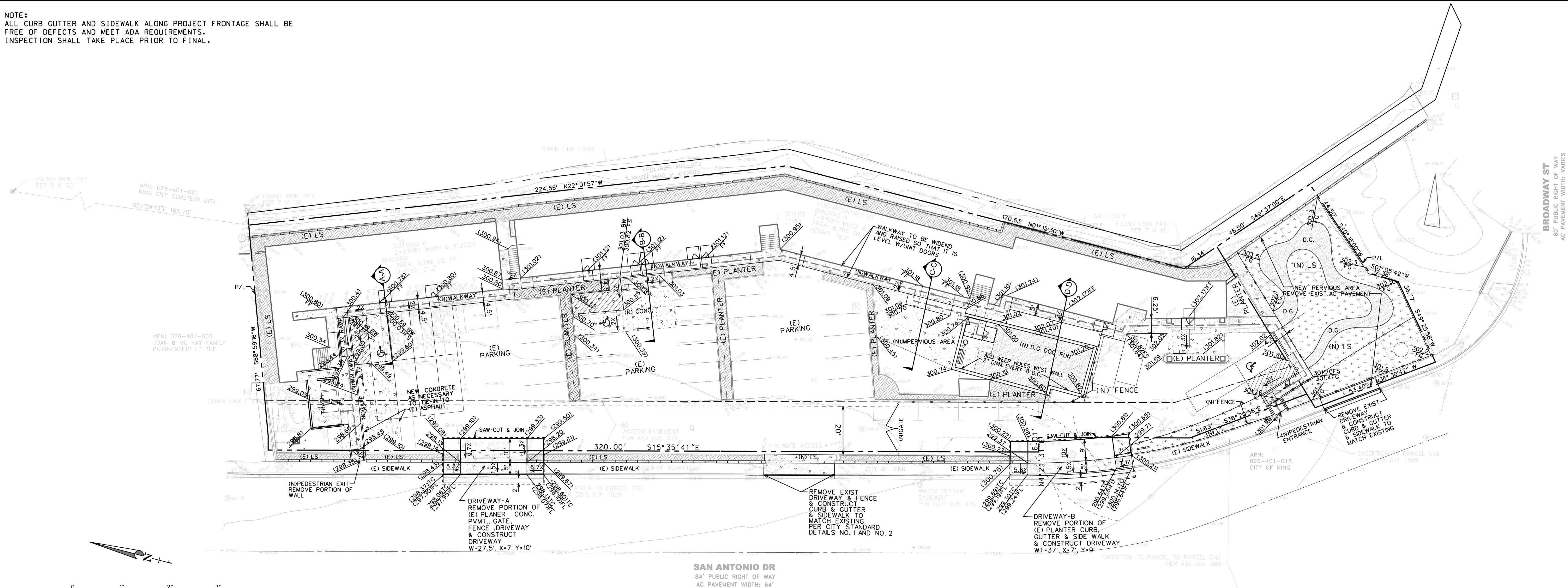
NO.	REVISION DESCRIPTION	ENG./PL.	DATE

SHEET TITLE
GRADING & DRAINAGE PLAN
COVER SHEET

DAYS INN KING CITY
1130 BROADWAY ST.
KING CITY, CA 95301

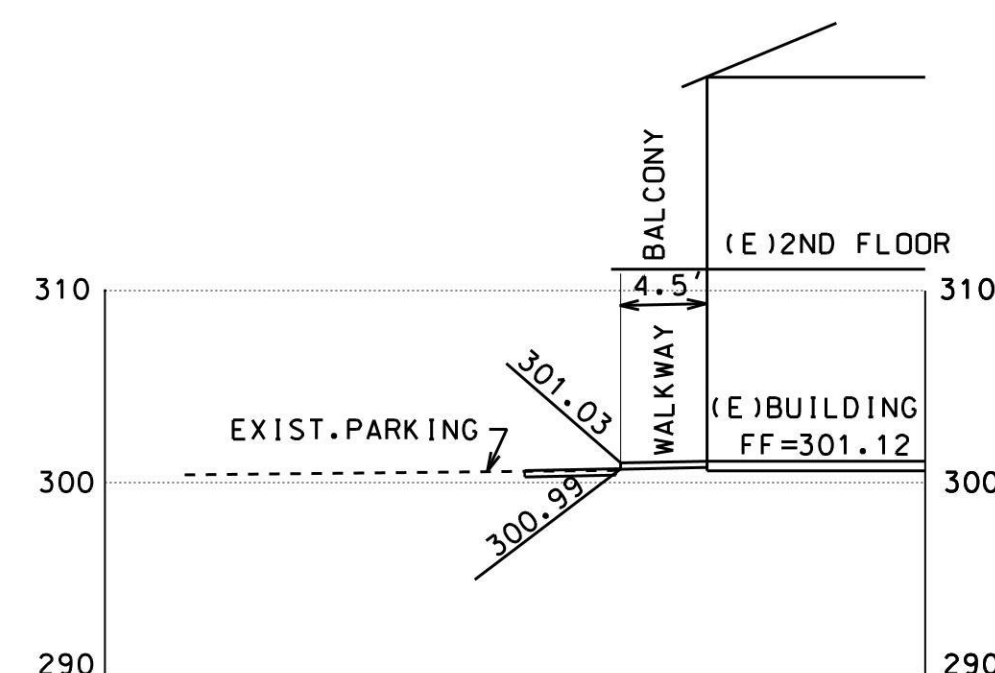
SHEET NO.

NOTE:
ALL CURB GUTTER AND SIDEWALK ALONG PROJECT FRONTAGE SHALL BE
FREE OF DEFECTS AND MEET ADA REQUIREMENTS.
INSPECTION SHALL TAKE PLACE PRIOR TO FINAL.



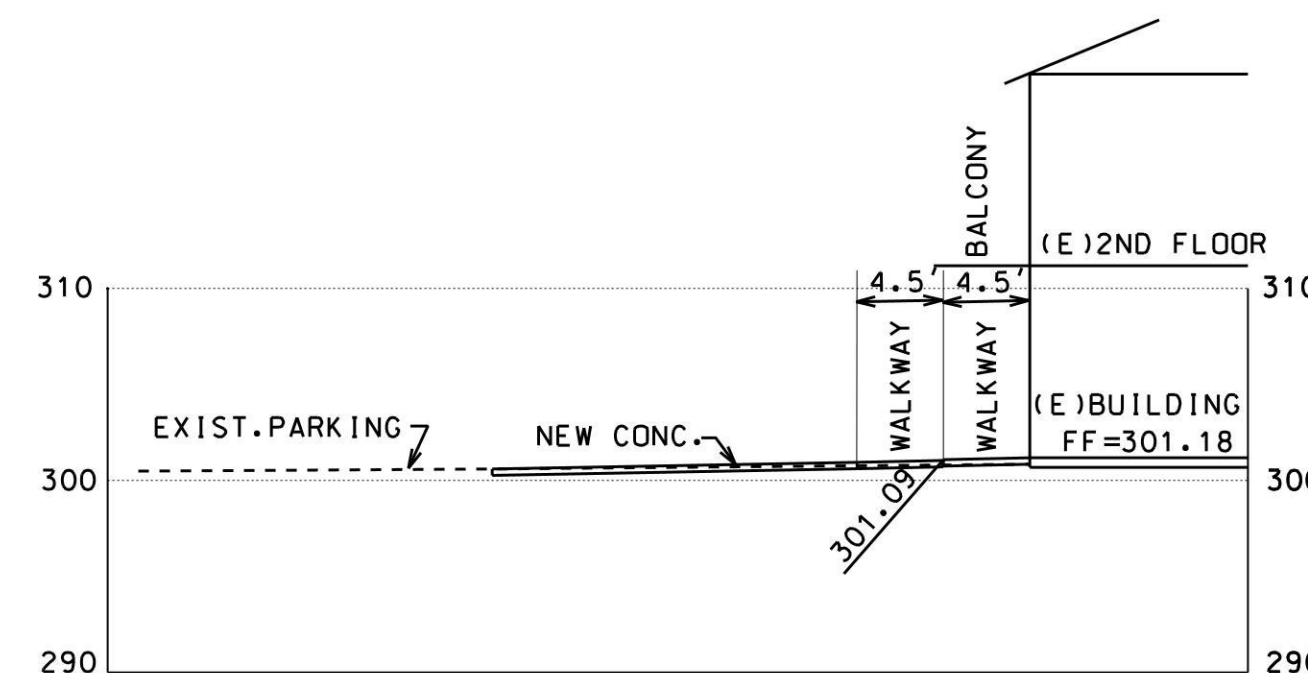
SECTION A-A

SCALE:
HORIZ. 1"=10'
VER. 1"=10'



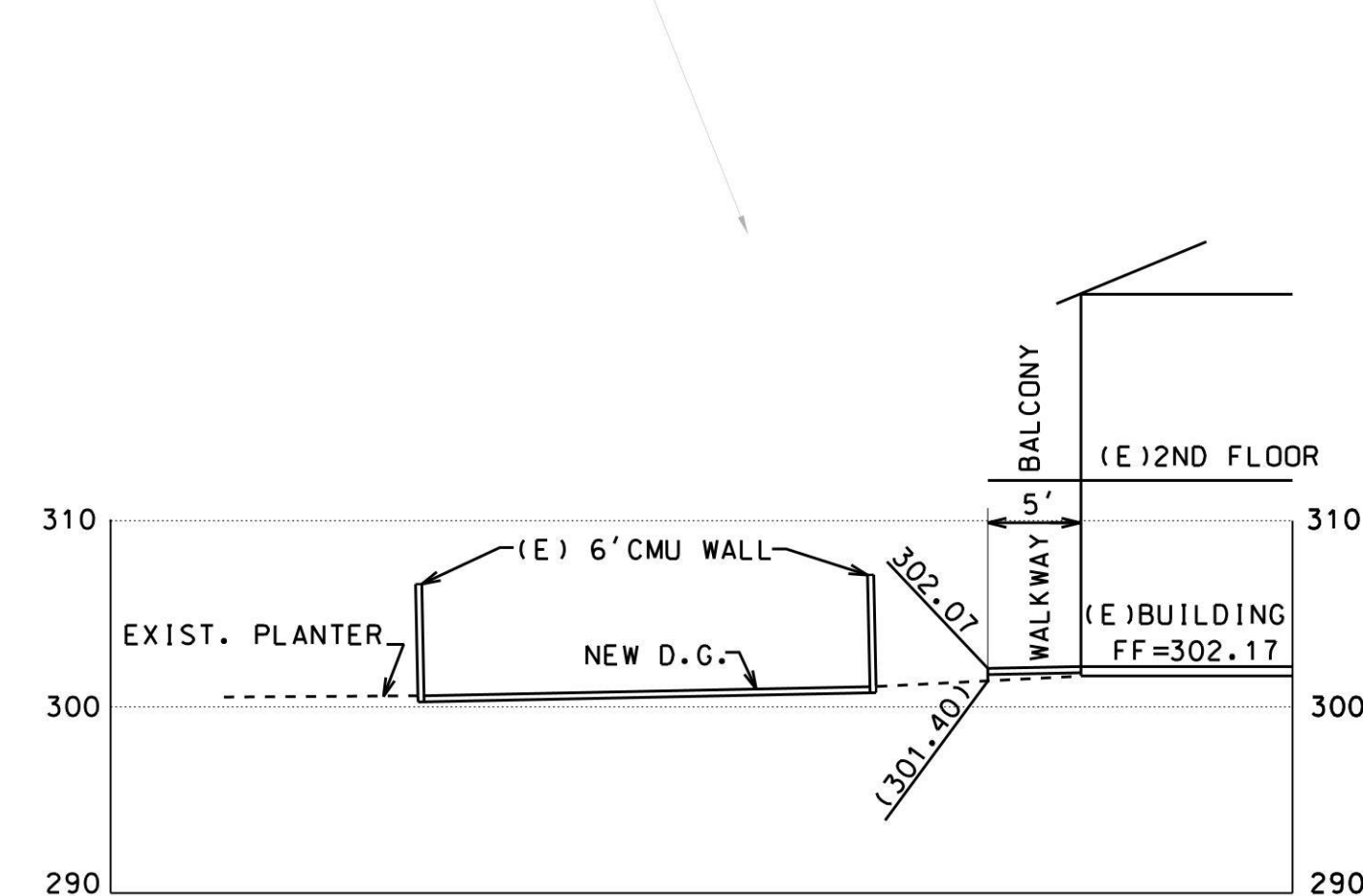
SECTION B-B

SCALE:
HORIZ. 1"=10'
VER. 1"=10'



SECTION C-C

SCALE:
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VER. 1"=10'

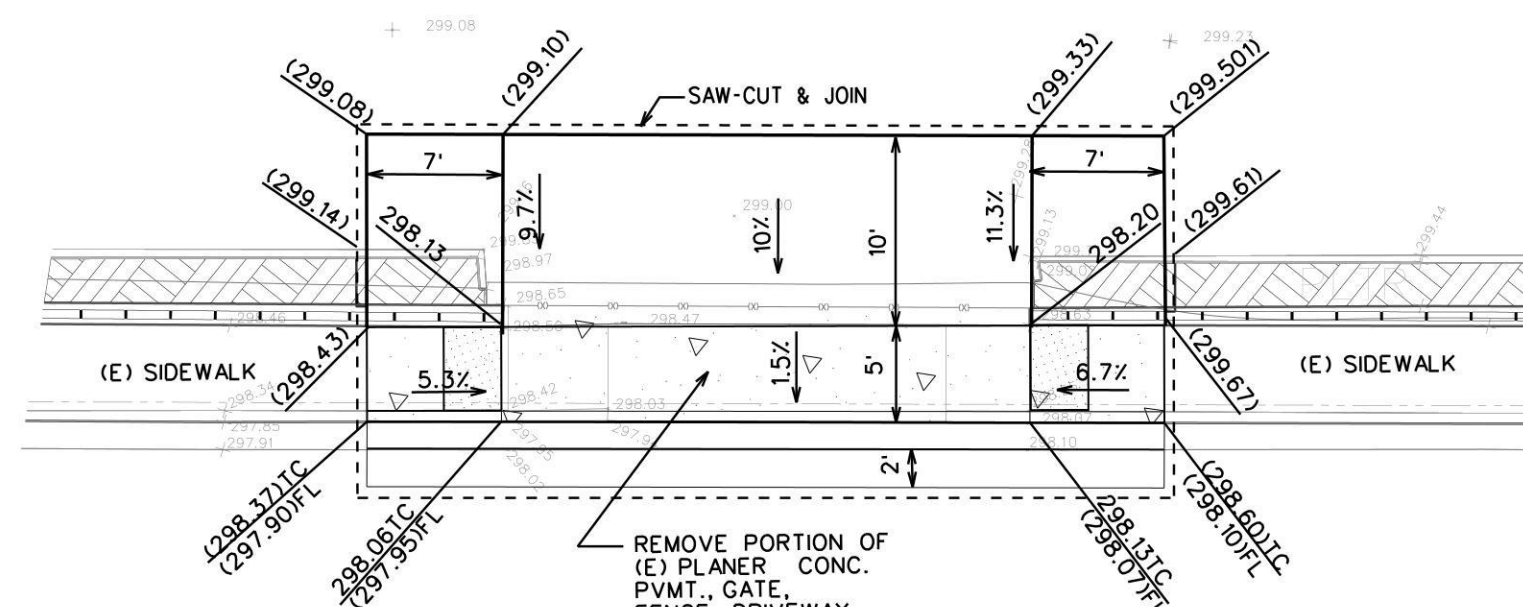


SECTION D-D

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VER. 1"=10'

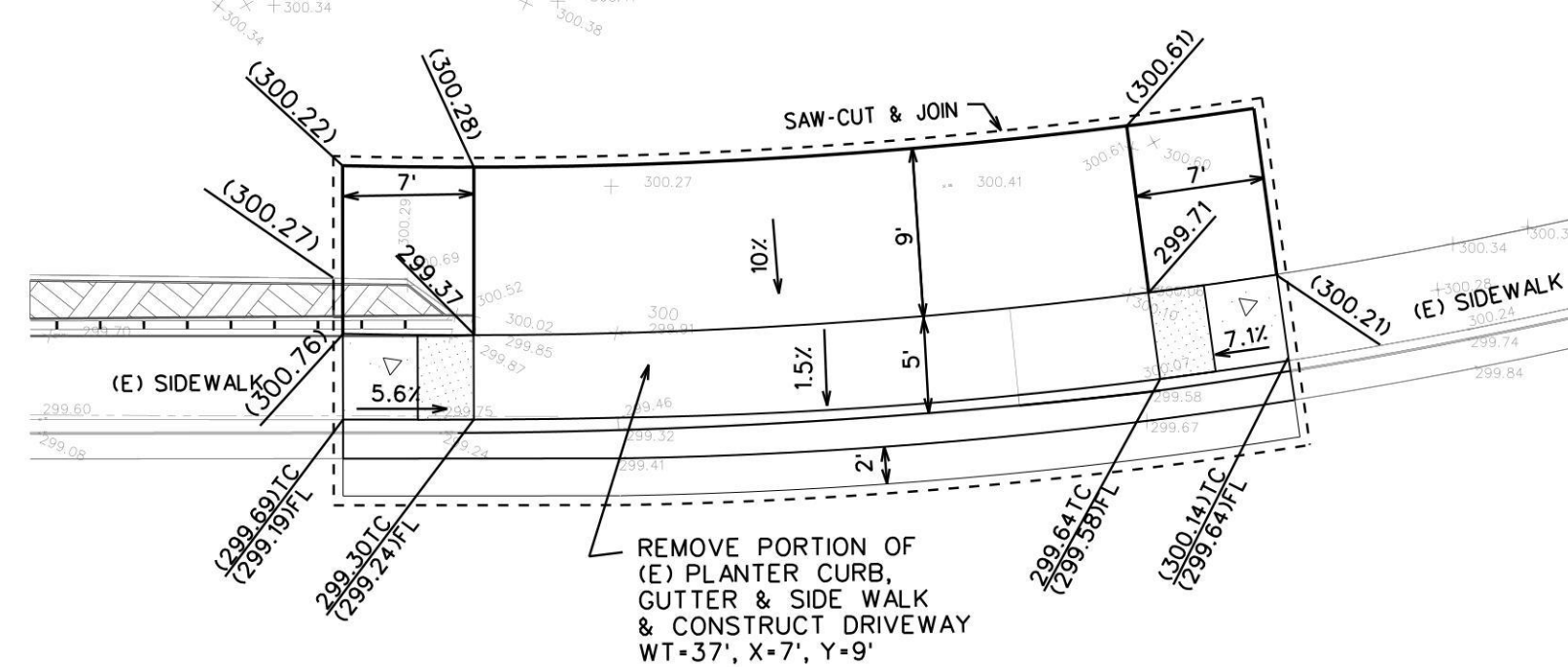
LEGEND:

- PLANTER
- LANDSCAPE
- D.G.
- CONCRETE
- HANDICAP ACCESSIBLE AISLE
- PROPERTY LINE



DRIVEWAY "A"

SCALE: 1"=5'



DRIVEWAY "B"

SCALE: 1"=5'



PREPARED UNDER THE DIRECTION OF

DAVID SILVERMAN
PE 58650

DATE

3/29/2023

SHEET TITLE GRADING & DRAINAGE PLAN

SHEET NO.

2

OF 3 SHEETS

Advanced Engineering
& Consulting
22837 Ventura Blvd, Suite 100, Woodland Hills, CA 91364
(818) 222-7982

DATE 3/29/2023
DRAWN ELAHE-RAJEE
DESIGNED ELAHE-RAJEE
CHECKED DAVID SILVERMAN

OWNER

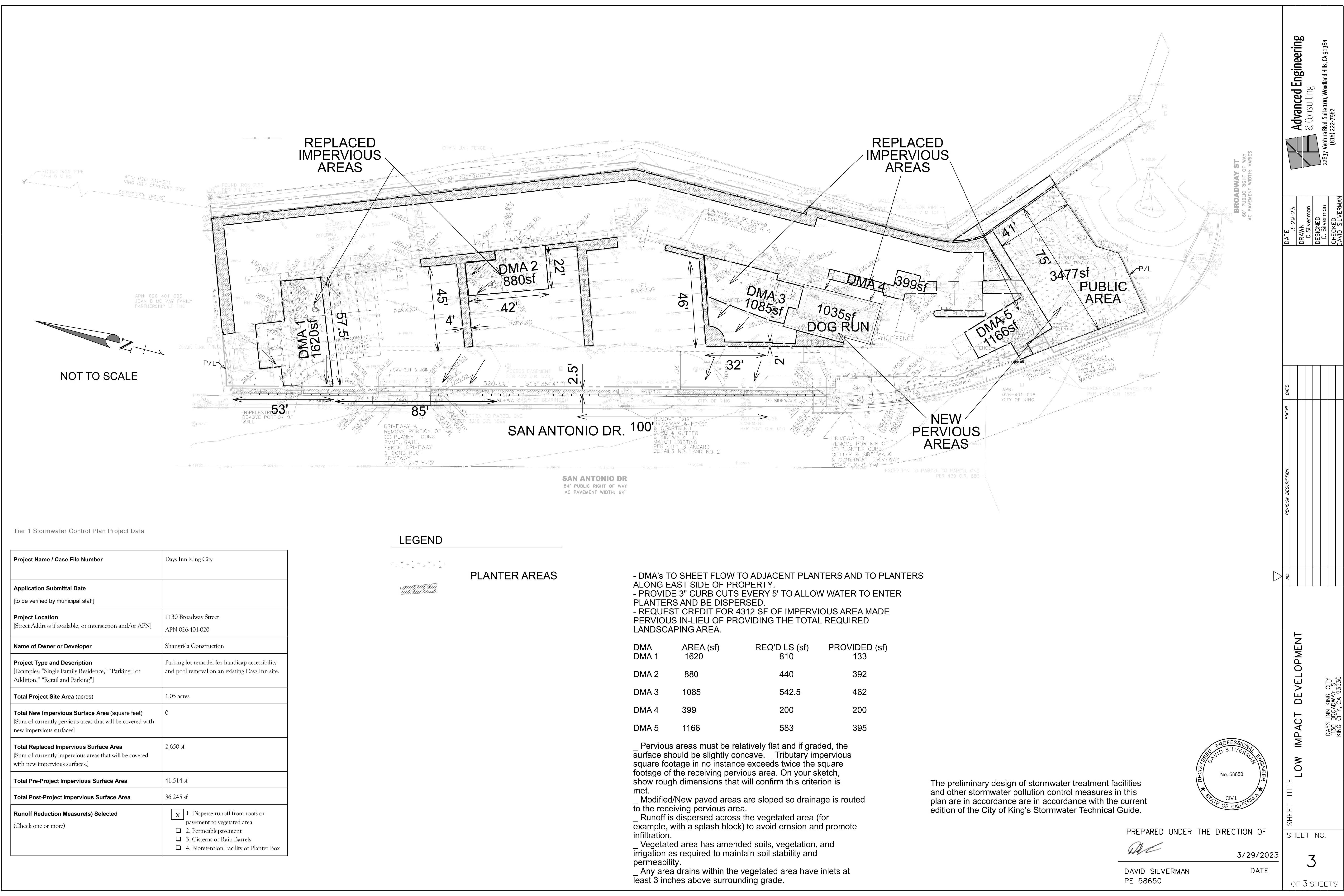
DATE

ENG./PL.

REVISION DESCRIPTION

NO.

DAYS INN KING CITY
1130 BROADWAY ST.
KING CITY, CA 93930



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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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.

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 *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.*

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.