

HEAT PUMP REPLACEMENT

CEDAR HOMES, BOATWRIGHT HOMES, AND ROSSON-MOORE HOUSING DEVELOPMENT

Due Date & Time

March 1, 2021

2 pm Local Time

IMPERIAL VALLEY
HOUSING AUTHORITY

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****Must return documents to be considered for bid processing.
 “Letter of intent” can be fax or e-mailed.***



Bid Name: Heat Pump Replacement
Due Day / Date / Time: Monday / March 1, 2021 / 2 PM (P.S.T.)
Bid Location / Address: 1402 D Street
Bid Contact: Alex Celis / (760) 351.7000 ext. 121 / acelis@ivha.org
Bid Issue Date: February 25, 2021
Payment: 30 day net from date of the invoice

I. Introduction:

The Imperial Valley Housing Authority (IVHA) was organized in 1950. The mission of the Imperial Valley Housing Authority, through non-discriminatory practices, seeks to leverage resources to promote affordable, decent, safe, and stable housing to enable communities to thrive and low-income families to increase their potential for long-term economic self-sufficiency and a high sustained quality of life. The IVHA is headed by an Executive Director and is governed by board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations and the HA’s procurement policy.

II. Purpose:

In keeping with its mandate to provide efficient and effective services, the Imperial Valley Housing Authority is soliciting proposals from qualified, licensed, and insured entities to provide assisted services to **Replace Heat Pump Units** at Boatwright Homes & Cedar Homes in El Centro and Rosson Moore Housing in Brawley. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined with in these document and any designated attachments in its entirety.

Service Area Listing:

Property listing is located in the Imperial County, California at:

Cedar Homes (222) 650 Adams Avenue, various units El Centro, CA 92243 *Replace 12 Heat Pump Units	Boatwright Homes (223) 590 W Holt Avenue, various units El Centro, CA 92243 *Replace 12 Heat Pump Units	Rosson Moore Housing 1060 N. Imperial Avenue, various units Brawley, CA 92227 *Replace 3 Heat Pump Units
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III. Scope of Services:

Services requested is to replace a total of 12 heat pump units per El Centro developments site and 3 heat pump units at the Brawley site. The funding are from different sources and may be awarded up three contractors opposed to one depending on bid price.

Contractor will supply a quote per unit; with a total cost for project.

Contractors will be expected provide highly skilled in Air Condition Services as outline in **“Summary of Work” section X, pg. 8 - 11.**

IV. BID Instructions:

A. Contact Information

The contact person for the IVHA is:

Alex Celis, Purchasing Agent
1402 D Street \ Brawley, CA 92227
Ph.: 760.351.7000 ext. 121
Fax: 760.344.9712
Email: acelis@ivha.org

B. Bid Submission and Format

It shall be the responsibility of each Vendor to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by IVHA. By completing signing and submitting the documents, the Vendor is stating he agrees to comply with the instructions, conditions and requirements set forth within all documents.

By this Request for Proposals, the IVHA solicits proposals to be received by 2PM (PST) on March 1, 2021 in the form outlined below.

Late submittals will not be accepted.

Proposals must be submitted by mail or in person. Any general information not specifically relevant to the proposal shall be omitted or bound in a separate document. The proposals shall include the following:

- Identification of the company or individual(s) including name, address, telephone number, fax number, and email address:
- Name, title address and telephone number of contact person during the period of the evaluation process;

1. Proposals submitted by mail should be address to:

Imperial Valley Housing Authority



Attn: Alex Celis
1402 D Street
Brawley, CA 92227

The envelope must be **sealed** and include the following notation on the bottom left hand corner of the proposal, **“Heat Pump Replacement (222, 223, 48-3).”**

C. BID Terms and Conditions

The Imperial Valley Housing Authority reserves the right to select more than one respondent or reject any and all quotes or to waive any in-formalities in the BID as 24CFR 85.36(b)(9) of the Procurement Policy.

D. Restrictions of Board and Staff Communications:

Under no circumstances may any member of the IVHA or any staff member other than the contact specified on Section VI-A., may be contacted during this BID process by any entity intending to submit a response to this BID. Failure to comply with this request will result in disqualification. All questions should be address to the individual identified in Section VI-A.

E. Timetable:

If you have questions regarding this proposal, you must submit them to the contracting officer, Alex Celis by email (acelis@ivha.org) or phone (760-351-7000 ext. 121) no later than 3 p.m. (PST) on February 25, 2021.

The deadline for submission in response to this Bid Request is 2 PM (PST), March 1, 2021. Telephone, fax responses will not be accepted for this request. It is the intent of the IVHA to award no later than March 2021.

Once a winning contractor or contractors are awarded upon final decision he / she or they will be given a contract to sign. He or she will have 30 days to complete the job unless a work schedule is submitted and is in agreement with IVHA Contracting Officer. Any changes to the schedule must be submitted to IVHA contracting officer to coordinate with maintenance personal and tenants.

F. Selection Criteria: IVHA intends to award the contract to the successful proposer base(s) on **“Price, Quality basis, and all qualifications requirement within the bid documents.”**

G. Contract Form: The IVHA will not execute a contract on the successful bidder’s form. The contracts will only be executed on the IVHA Contract form which must be sign and dated by the awarded contractor.

H. Release of Information: Information other than pricing to this BID will not be released during the proposal evaluation process.

I. Davis-Bacon (D/B) and/or State Prevailing Wage Rates:

Contractor shall pay its employees that perform such work as stated within this BID at a rate not less than the current Davis Bacon Wage rate. A certified payroll must be turned in at the end of each work week with original signature. Information on the most current wage rates may be obtained through the following locations:

1. Federal Wage Determination Link - <http://www.wdol.gov/wdol/scafiles/davisbacon/ca28.dvb>.
2. State Wage Determination Link - <http://www.dir.ca.gov/OPRL/Residential/imperial.pdf>

Attention is called to the provisions for Equal Opportunity Employment and payment of not less than minimum salaries and wages as set forth by federal and state in the Specifications.

3. Contractors must also obliged by all General Contract Conditions under the U.S Department of Housing and Urban Development.(HUD Form-5370-EZ - http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12589.pdf)

J. Bond & Permits

1. A bid bond is only required on jobs exceeding \$100,000. Bonds must be included in your bid price.
2. Contractors are responsible for obtaining all permits and any inspections needed for job if required accordingly to city ordinance. Permit pricing must be included in contractors bid price. A copy of any permits acquired for the job must be submitted to IVHA along with payroll and invoice in order for the job to be dean complete.

K. IVHA reserves the Right to:

1. Reject any and all responses and waive any irregularities as mention in detail within as 24CFR 85.36(b)(9) of the Procurement Policy, Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B.
2. The IVHA reserves the right to terminate a contract awarded to this BID, at any time for its convenience upon 10 days written notice to the successful contractor(s).
3. The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequence to the deadline for receiving bids without the written consent of the ha Contracting Officer.
4. The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids missing required information.
5. The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

V. Company Qualifications:

All bids will only be considered from responsible organizations or individuals engaged in the performance with air conditioning services. When submitting proposals the vendor must include an additional proposal with company letter head where they distinguish the cost per labor, parts and warranty information. Vendors must also include the **BID Proposal Form** (page 12 - 14) verifying they have familiarized themselves with the work condition, the **Designation of Subcontractor Form** (page 15), the **Section 3: Certification Form** (page 16) & **Vendor Form** (page 17) or it will be dean incomplete. Contractor must also include all warranty info for the project. On all jobs exceeding \$25,000 contractors must have a valid DIR contractor number.

State Contractor’s License: As required by State of California law, the contractor shall have an Illinois license.

If awarded the contractor may be asked to provide the following forms on the day of the contract signing

1. A copy of the business entity, license, city business license and etc.
2. Certificate from the entity’s liability insurance carrier.
3. Proof of workers compensation insurance, if applicable.

***By delivering such certificates to IVHA, the successful proposer is in possession of such coverage and certifications during the entire term of the contract.**

VI. BID REQUIREMENTS AND CONDITIONS

- A. Minimum Requirements:** This BID set forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.
- B. Subcontractor / Joint Venture Information (Optional Item):** Contractor shall describe whether or not the proposer intends to use any sub-contractor for this job, if awarded, and/or if this proposal is a joint venture with another firm. Provide a list of sub-contractors. **Contractors shall list the sub-contractor on Designation of Subcontractors, page 15.**
- C. Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this BID without the prior written consent of IVHA. Any delegation of duties, without the prior written consent of IVHA shall be void and may result in the cancellation of the contract with IVHA, 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 IVHA.
- D. Collusion:** Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the IVHA has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
- E. Assignment of Personnel:** IVHA shall retain the right to demand and receive a change in personnel assigned to the work if IVHA believes that such change is in the best interest of IVHA and the completion of the contracted work.
- F. Cost of the Proposal:** All cost incurred by any proposer for preparation of its response toward the BID will not be added this proposal. It is the responsibility of the proposer.
- G. Clarification to Proposals:** The IVHA reserves the right to obtain any clarification pertaining to the proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company’s response or responses.
- H. Waiver of Informalities:** The Contracting Officer may waive minor informalities or allow the bidder to correct them. Minor informalities are defined as minor deviations, insignificant mistakes, and matters of form rather than substance of the bid, proposal, or contract document which can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body.
- I. Cancellation of the BID:** The IVHA reserves the right to cancel this BID at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the IVHA. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

VII. INSURANCE REQUIREMENTS

- A. Proof of Insurance:** Commercial General Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence
- B. Workers’ Compensation:** statutory limits
- C. Failure to provide proof of insurance** or failure to maintain insurance as required in this BID, or by law; are grounds for immediate termination of the contract. In addition, the awarded contractor should be liable for all re-procurement costs and any other remedies under law.
- D. Indemnification and Insurance Requirements**
 - 1. Indemnification**
The Contractor agrees to indemnify, defend and hold harmless IVHA and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by IVHA on account of any claim therefore, except where such indemnification is prohibited by law.
 - 2. Waiver of Subrogation Right**
The Contractor shall require the carriers of the above required coverage’s to waive all rights of subrogation against IVHA, its officers, employees, agents, volunteers, Contractors and subcontractors.
 - 3. Insurance Review**

The above insurance requirements are subject to periodic review by IVHA during the term of the contract.

VIII. CONTRACT CONDITIONS

A. Americans with Disabilities Act

Proposer must comply with all applicable requirements of federal and state civil right law and rehabilitation statues.

B. Law of the State of California

The resulting contract will be entered into within the State of California and the law of said state, whether substantive of procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of Imperial Valley and the State of California shall be followed with respect to the contract.

C. Contract Terms and Final Selection

The selected company/individual will be expected to sign the IVHA Contract Agreement, which will specify the term of service. If the selected applicant and IVHA cannot come to terms with respect to the contract, the IVHA reserves the right to select the next most qualified applicant or to terminate the BID if no Proposer is acceptable to the IVHA.

IX. Duties and Responsibilities:

1. Contractor will first notify the Contracting Officer in order to communicate with tenant of work that is authorized by IVHA. A work schedule shall be submitted in order to coordinate for interview purposes.
2. Works with other maintenance staff, property manager as determine by I.V.H.A.
3. Follows up on completed and incomplete service requests to ensure satisfaction.
4. Promotes good public relations with residents, co-workers, and IVHA staff through great service-oriented attitude and resident trust. Always displays a friendly and courteous attitude towards residents and other employees. Never confront IVHA staff or other employees in front of residents.
5. Ensures best pricing and value on all materials purchased.
6. Coordinates delivery and work schedules with contracting officer.
7. Perform and report on, all work according to the safety standards of the company, OSHA and health codes. Performs work and cleanup as needed.

X. MODIFICATION PROCEDURES

A. Minor Changes In The Work

Supplemental instructions authorizing minor change in the Work, not involving an adjustment to the Contract Sum or Contract Time will be issued by the IVHA Contracting Officer, with a detailed description of the proposed change and supplemental or revised Drawing and Specifications, if necessary.

B. Contractor-Initiated Change Order Proposal Requests:

When latent or other unforeseen conditions required modifications to the Contract, the Contractor may propose changes by submitting a request form for a change to the IVHA Contracting Officer. Contracting Officer must give approval for change order.

Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

Include a list of quantities of products to be purchased and unit cost along with the total amount of purchases to be made.

Where requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts

Comply with additional requirements in Section "Supplementary Conditions" for computing costs for changes.

Products and Substitutions if the proposed changed in the Work require the substitution of one product or system for a product or system specified.

Contractor shall be liable for any cost of changes without the approval of IVHA Contracting Officer..

XI. SUMMARY OF THE WORK

A. Location:

Boatwright Homes (223)

590 W Holt Avenue, various units
 El Centro, CA 92243

*Replace 12 Heat Pump Units

Cedar Homes (222)

650 Adams Avenue, various units
 El Centro, CA 92243

*Replace 12 Heat Pump Units

Rosson Moore Housing

1060 N. Imperial Avenue, various units
 Brawley, CA 92227

*Replace 3 Heat Pump Units

The character of the work of this project is such that the extent of existing conditions at the project site cannot be adequately conveyed in this document. Contractors are urged to visit the project site and fully familiarize themselves with the character and the scope of the project and all existing condition which will affect the work.

Please direct all inquiries as to this request to Purchasing Agent, Alex Celis at (760) 351-7000 ext. 121 or acelis@ivha.org.

B. Surface Preparation:

Perform preparation and cleaning procedures in strict accordance with the manufacturer's instructions for the particular substrate condition.

In general the work involved in replacing existing heat pump units and install new units at the locations listed above.

C. Detailed Description of Work:

Bid #1

The following work to be done at Boatwright Homes (223) on unit #7, 11, 12, 13, 14, 15, 16, 17, 19, 20, community room and hallway.

Bid #2

The following work to be done at Cedar Homes (222) on unit #4, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, and hallway.

*Hallway units require 5-ton Heat Pump unit at Cedar Home and Boatwrights.

Keep in mind the work may be awarded to multiple contractors depending on bid proposals due to funding coming from different sources.

*Please note all equipment model, specs & labor warranty on your bid proposal.

1. Prep surface

- Provide all equipment, material and labor as required.
- The contractor is responsible for city permit, all certification, payment of fees and expenses that may be mandated requirement for this project.
- Work Schedule: The Contractor and IVHA shall agree upon a schedule of time and order of work for the development of each project and the performance of the Contractor's services. Such shall be based upon reasonable times for review, approval and return of the documents. IVHA estimates that this job should take 60 days from award of contract.
- Demolition removal of existing heat pump units which are located on top of the roof of a two story building. (crane operator will be required to complete task)
- Recover refrigerant as per EPA guidelines.
- Remove existing condensation line.
- Osha rule and regulations must be observed.
- Dispose of all debris resulting from work on a daily basis.

2. Installation

- Contractor shall install new Energy Star Rated, heat pump on units and community room.
 - a. 2-ton, 240v, 14 seer, single phase unit
 - b. Preferably **Tempstar** or equivalent model. (*contractor must submit and attached description of the exact unit which the company would install if awarded the bid and all warranty information*)
 - c. The unit installed has a down draft.
- Install 5-ton heat pump unit on hallways at Cedar Homes and Boatwright.
 - a. 5-ton, 240v, 14 seer, single phase unit
 - b. Preferably **Tempstar** or equivalent model. (*contractor must submit and attached description of the exact unit which the company would install if awarded the bid and all warranty information*)

The unit installed has a down draft

- Install new ¾" pvc condensation line and connect to existing condensation drain.(make sure condensation drain is not plugged)
- Install new 40amp A/C disconnect.
- Install new Honeywell Pro3000 or equivalent (non-programmable thermostat)
- Install new A/C filter.
- Contractor should ensure that the existing duct is working properly to ensure proper air flow with the new system and will be responsible to correct if necessary.
- Contractor shall furnish to the IVHA copies of equipment and installation warranties, along with serial number and model number for each unit and its corresponding address after completion of project.

3. Finished work

- Upon completion of work any and all rubbish must be disposed off the premises at contractor's expense.
- Final Adjustments: Check and make sure Heat Pump is operational, make sure a/c vents or any pipes have been sealed so that no water would seep along those areas.
- HERS test is required per unit.
- The accrued permits and certification of completion which must be signed off by El Centro Inspector must be submitted to the Contracting Officer to insure all installations have met city's code and have been inspected. (include HERS test results)
- Contractor must fill out I.I.D. Residential Rebate Form with all information required by I.I.D. and turn in to I.V.H.A Contracting Officer if rebate is available by IID.
- Clean, inspect, and remove all debris prior to date schedule for inspection. Contractor is responsible for correcting any and all defects.
- Contractor or contractors shall notify the IVHA Contracting Officer that work has been completed to schedule a walk through and take acceptance of work.

Note: Tenants are not to be left without a A/C unit running by the end of the day upon unless agreed by the Contracting Officer and the Tenant.

Bid #3

The following work to be done at Rosson Moore Homes on unit #62, 73, 104.

*Please note all equipment model, specs & labor warranty on your bid proposal.

4. Prep surface

- Provide all equipment, material and labor as required.
- The contractor is responsible for city permit, all certification, payment of fees and expenses that may be mandated requirement for this project.
- Work Schedule: The Contractor and IVHA shall agree upon a schedule of time and order of work for the development of each project and the performance of the Contractor's services. Such shall be based upon reasonable times for review, approval and return of the documents. IVHA estimates that this job should take 60 days from award of contract.
- Demolition removal of existing heat pump units which are located on top of the roof of a two story building. (crane operator will be required to complete task)
- Recover refrigerant as per EPA guidelines.
- Remove existing condensation line.
- Osha rule and regulations must be observed.
- Dispose of all debris resulting from work on a daily basis.

5. Installation

- Contractor shall install new Energy Star Rated, heat pump units.
 - a. 3-ton, 240v, 14 seer, single phase unit
 - b. Preferably **Tempstar** or equivalent model. (contractor must submit and attached description of the exact unit which the company would install if awarded the bid and all warranty information)
 - c. The unit installed has a down draft.
- Install new 3/4" pvc condensation line and connect to existing condensation drain. (make sure condensation drain is not plugged)
- Install new 40amp A/C disconnect.
- Install new Honeywell Pro3000 or equivalent (non-programmable thermostat)
- Install new A/C filter.
- Contractor should ensure that the existing duct is working properly to ensure proper air flow with the new system and will be responsible to correct if necessary.
- Contractor shall furnish to the IVHA copies of equipment and installation warranties, along with serial number and model number for each unit and its corresponding address after completion of project.

6. Finished work

- Upon completion of work any and all rubbish must be disposed off the premises at contractor's expense.
- Final Adjustments: Check and make sure Heat Pump is operational, make sure a/c vents or any pipes have been sealed so that no water would seep along those areas.
- HERS test is required per unit.
- The accrued permits and certification of completion which must be signed off by Brawley Inspector must be submitted to the IVHA Contracting Officer to insure all installations have met city's code and have been inspected. (include HERS test results)
- Contractor must fill out I.I.D. Residential Rebate Form with all information required by I.I.D. and turn in to I.V.H.A Contracting Officer if rebate is available by IID.

- Clean, inspect, and remove all debris prior to date schedule for inspection. Contractor is responsible for correcting any and all defects.
- Contractor or contactors shall notify the IVHA Contracting Officer that work has been completed to schedule a walk through and take acceptance of work.

D. Materials & Color:

Materials: Provide the best quality material for the job at hand. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.

- 2-ton Tempstar Heat Pump, 14 seer, 240v, single phase or equivalent
- 3-ton Tempstar Heat Pump, 14 seer, 240v, single phase or equivalent
- 5-ton Tempstar Heat Pump, 14 seer, 240v, single phase or equivalent
- PVC Pipe and fittings for condensation line.
- Non-Programmable Honeywell Pro3000 Thermostat or equivalent
- 40amp A/C disconnect
- A/C Filter with backing on one side required

E. Job Conditions:

Building is currently occupied. Coordinate with contracting officer in order to give tenants proper notice of work schedule in the area.

Conduct work in a manner that will minimize disruption of tenant's normal operations in all areas. Provide minimum of 48 hours advance notice to Owners of activities which will severely impact Owner's usual operations.

F. Protection:

Protect all surrounding surfaces against damage by all work performance. Correct any damage by cleaning, repairing or replacing and repainting as acceptable to the Owner.

Do not close, block or otherwise obstruct walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

G. RELATED DOCUMENTS:

All provisions of Contract, including General and Supplementary Conditions and State/Federal wage decisions apply to work of this section.

H. Clean-up:

- During the progress of the work, remove from the site all discarded materials, rubbish, cans, rags and debris at the end of each workday.
- Burning of debris and rubbish resulting from the work specifications will not be permitted on the site.
- Contractor is responsible for removal and dumping of all trash material/debris at the end of each work day or upon job completion or whichever comes first.
- All trash and debris must be discarded by contractor off the Imperial Valley Housing Authority property.
- Upon completion of work, remove tools, equipment and other materials from the site. Remove protection and leave all areas clean.

I. Inspection/Acceptance:

Upon completion of work, Housing Authority maintenance/purchasing staff and contractor will do an inspection for acceptance.

J. Call-Back Response: The contractor shall, if directed by the designated IVHA representative, respond to the site within (24) hours of being notified that corrections need to be made.

K. SCHEDULE OF THE WORK:

1. **General:** Within 5 days after execution of Contract, submit a detailed progress schedule indicating start and completion dates the project, together with significant dates which will affect the Owner's continued use of the site, such as dates of temporary utility cutoffs, major site work, and related items. The schedule shall reflect the following requirements:
2. **Final Material Delivery Date:** Indicate the date on which all materials and equipment for the project, or specific dwelling unit within the project, will be assembled at the project material storage site, ready for incorporation into the project.

The Work Schedule shall be subject to review and approval by the Local Authority before any work is commenced.

Based on the approved Schedule, the Local Authority shall endeavor to assure that the unit is available for work on the dates indicated in the Schedule. Some flexibility shall be allowed in the Schedule, however, to compensate for circumstances beyond the control of the Local Authority. The Local Authority shall not be liable, however, for any claims by the Contractor for delays and/or damages resulting from such unforeseen circumstances which are beyond the control of the Local Authority.

In the event that the Contractor finds it necessary to modify the approved Work Schedule at any time during the duration of the work, he shall advise the Local Authority of his request change in writing at least ten (10) days prior to the date of the intended changes. All such changes shall be subject to the approval of the Local Authority, whose decision shall be final and binding.

3. **General:** Immediately after execution of the Contract, submit all required material and data submittals to the Owner for review. All such submittals shall be submitted not later than 5 calendar days after the date of contract execution. All submittals will be returned to the Contractor within 15 calendar days following receipt by the Owner. Where required, resubmittals shall be made to the Owner within 5 calendar days of notification to the Contractor that such resubmittal is required.
4. **Materials Delivery Schedule:** Submit to the Owner, not more than 5 days after execution of the Contract, a schedule indicating the time required for the ordering of each item of material and equipment required for the project, and the date of delivery of each such item to the project material storage area. The schedule shall clearly indicate any items, which require longer than normal delivery times.
5. **Materials Delivery and Storage:** Assemble all materials and equipment required for the project at a specific project material storage area located off the site, but within a radius distance of 20 miles of the project site.
Project Material Storage Site shall be a locked storage facility or space as selected and paid for by the Contractor, designated solely for the storage of materials for the project.
6. **NOTICE TO PROCEED:** The total time allowed for the completion of this project, as indicated in Section ADDITIONAL SUPPLEMENTARY CONDITIONS, includes the following two phases; 1) Submittal and Material Acquisition Phase and 2) Construction Phase.
Submittal and Material Acquisition Phase which shall commence immediately upon the issuance of the Project Notice to Proceed and which shall not be considered complete for any particular dwelling unit until the following occur:
All required submittals for the dwelling unit have been made, reviewed by the Owner, and where necessary corrected and resubmitted.
All materials and equipment required for completion of the work in the dwelling unit have been delivered to the contractor's designated storage location as required in this section. All materials stores shall be verified by the Owner.
A Project Notice to Proceed for the entire project may be issued fifteen (15) days after the date of the Contract for the work. The required completion date for the entire project, based on the number of calendar days indicated, shall be computed starting on the date that the Project Notice to Proceed is issued.
Before commencing any work, prepare a complete Work Schedule, indicating scheduling for all phases of work on a per-unit basis (by unit number) and submit it to the Owner for review and approval. The schedule shall indicate the actual date or dates that admittance to each unit will be required, including admittance for preconstruction inspection or measuring, if required.



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F: (760) 344-9712
1690 West Adams Ave. – El Centro – CA 92243
P: (760) 337-7500
F: (760) 337-1585
www.ivha.org

XII. LETTER OF INTENT

Re: Heat Pump Replacement – Cedar Homes (222), Boatwright Homes (223), Rosson Moore Homes (48-3)
(To be completed by the Contractor)

Date:

Name and Title:

Address:

City, State & Zip:

Phone Number:

This is to inform you that it is our present intent to do the following regarding the above referenced BID (Contractor shall specify):

- We intend to submit a proposal, and we have no problem with the BID requirements.
- We intend to submit a proposal, but we have one or more questions regarding the BID requirements stated in an attachment to this letter.
- We do not intend to submit a proposal for reasons stated below.

(Please return this “Intent” Form even if your intent is not to submit a proposal for this project. Please indicate your desire to receive future Invitations)



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XIII. BID FORM-A

Bid for: HEAT PUMP REPLACEMENT
BOATWRIGHT HOMES (223)
590 W. HOLT AVENUE, UNITS #7, 11, 12, 13, 14, 15, 16, 17, 19, 20, COMMUNITY ROOM, AND HALLWAY
EL CENTRO, CA 92243

To: IMPERIAL VALLEY HOUSING AUTHORITY

The undersigned, having familiarized () himself or herself, () themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Proposals, this BID, the Form of Contract, the General Conditions, the Supplementary Conditions, and the General Scope of Work, hereby propose(s) to furnish all labor, materials, equipment, mechanical workmanship, transportation and services required to construct and complete the work designated as replacing 11 of the 2- ton heat pump unit and one of 5-ton heat pump unit for the total sum amount of _____ dollars,

(\$ _____), herein after called the Base Bid Price.

Cost per 2-ton unit \$ _____

Cost for 5-ton unit \$ _____

In submitting the above proposal, it is understood that the right is reserved by the Imperial Valley Housing Authority to reject any or all proposals and to waive any informality in the BID.

Date: _____

(Company Name)

By: _____
(Signature)

(Print name and title of Signature)

Official Address:

Telephone: _____

NOTE: _____

With this form please submit the following documents: Section 3 Form C



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F: (760) 337-1585
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XIII. BID FORM-B

Bid for: HEAT PUMP REPLACEMENT
CEDAR HOMES (222)
650 ADAMS AVENUE, UNITS #4, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, HALLWAY
EL CENTRO, CA 92243

To: IMPERIAL VALLEY HOUSING AUTHORITY

The undersigned, having familiarized () himself or herself, () themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Proposals, this BID, the Form of Contract, the General Conditions, the Supplementary Conditions, and the General Scope of Work, hereby propose(s) to furnish all labor, materials, equipment, mechanical workmanship, transportation and services required to construct and complete the work designated as replacing 11 of the 2- ton heat pump unit and one of 5-ton heat pump unit for the total sum amount of _____ dollars,

(\$ _____), herein after called the Base Bid Price.

Cost per 2-ton unit \$ _____

Cost for 5-ton unit \$ _____

In submitting the above proposal, it is understood that the right is reserved by the Imperial Valley Housing Authority to reject any or all proposals and to waive any informality in the BID.

Date: _____

(Company Name)

By: _____
(Signature)

(Print name and title of Signature)

Official Address:

Telephone: _____

NOTE: _____

With this form please submit the following documents: Section 3 Form C



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XIII. BID FORM-C

Bid for: HEAT PUMP REPLACEMENT
ROSSON MOORE HOMES (48-3)
1060 N. IMPERIAL AVENUE, UNITS #62, #73, #104
BRAWLEY, CA 92227

To: IMPERIAL VALLEY HOUSING AUTHORITY

The undersigned, having familiarized () himself or herself, () themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Proposals, this BID, the Form of Contract, the General Conditions, the Supplementary Conditions, and the General Scope of Work, hereby propose(s) to furnish all labor, materials, equipment, mechanical workmanship, transportation and services required to construct and complete the work designated as replacing 3-ton heat pump units for the total sum amount of _____ dollars, (\$ _____), herein after called the Base Bid Price.

Cost per 3 ton unit \$ _____

In submitting the above proposal, it is understood that the right is reserved by the Imperial Valley Housing Authority to reject any or all proposals and to waive any informality in the BID.

Date: _____

(Company Name)

By: _____
(Signature)

(Print name and title of Signature)
Official Address:

Telephone: _____

NOTE: _____

With this form please submit the following documents: Section 3 Form C



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XV. SECTION 3 FORM C

SECTION 3: CERTIFICATION OF SECTION 3 BUSINESS CONCERN

To be completed by Contractor

1. Contractor Name and Address:	2. HUD Contract No. N/A	3. Dollar Amount of Contract _____
	4. Contact Person:	5. Phone: (include area code)
	6. Reporting Period: Entire Project	7. Date Report Submitted:
9. Project Name: - Heat Pump Replacement – Boatwright Homes / Cedar Homes / Rosson Moore Housing	10. HUD No. N/A	
Person Completing Form:		

IS THE BUSINESS A SECTION 3 BUSINESS? _____ YES _____ NO

Type of Business: _____ Corporation _____ Partnership
 _____ Sole Proprietorship _____ Joint Venture

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

 Signature Title

Qualifying Basis:

1. _____ 51 percent owned by Section 3 low-income residents, or
2. _____ Permanent, full-time employees include at least 30 percent Section 3 low-income residents or,
3. _____ Written commitment to subcontract more than 25 percent of dollar award from Contract to business concerns who meet above number 1 or 2 Section 3 qualifications.



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F: (760) 337-1585
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XVI. VENDOR PROFILE FORM

To be completed by Contractor and turn in with proposal

Name of Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Names of Owner(s)

Firm's Federal Tax ID No: _____

Business License No: _____

State Contractor's License No. _____ Classification: _____

Public Work Contractor's No. _____

General Liability Insurance: (Provide Certificate)

Policy No: _____ Carrier: _____

Workers Compensation Insurance: (Provide Certificate)

Policy No: _____ Carrier: _____

Name and Title of individual acting as Project Manager/Supervisor

***By delivering such certificates to IVHA, the successful proposer is in possession of such coverage and certifications during the entire term of the contract.**



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XVII. Work Completion Form - A

Contract No: _____

Project Name: Replace Heat Pump Units	Project Manager:
Location: Boatwright Homes (223) 590 W. Holt Avenue El Centro, CA 92243	Start Date:
	Completion Date:
	Project Duration:
Project Goal: Replace Heat Pump unit at	
<input type="checkbox"/> Unit #7 <input type="checkbox"/> Unit #13 <input type="checkbox"/> Unit #16 <input checked="" type="checkbox"/> Unit #20 <input type="checkbox"/> Unit #11 <input type="checkbox"/> Unit #14 <input type="checkbox"/> Unit #17 <input checked="" type="checkbox"/> Community Room <input type="checkbox"/> Unit #12 <input type="checkbox"/> Unit #15 <input type="checkbox"/> Unit #19 <input checked="" type="checkbox"/> Hallway	

<u>Work Completion</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA bid specification, procedures and recommendations as per contract.	
Name	
Signature	
Date	
Company	
Note:	

To be filled out by IVHA personal only.

<u>Work Approved By</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA contract.	
Name	
Signature	
Date	
Company/ Title	I.V.H.A.
Note:	

***This form must be turned in with invoice when work is completed.**



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 F: (760) 337-1585
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XVII. Work Completion Form - B

Contract No: _____

Project Name: Replace Heat Pump Units	Project Manager:
Location: Cedar Homes (222) 650 W. Adams Avenue El Centro, CA 92243	Start Date:
	Completion Date:
	Project Duration:
Project Goal: Replace Heat Pump units at:	
<input type="checkbox"/> Unit #4	<input type="checkbox"/> Unit #11
<input type="checkbox"/> Unit #9	<input type="checkbox"/> Unit #12
<input type="checkbox"/> Unit #10	<input type="checkbox"/> Unit #13
<input type="checkbox"/> Unit #14	<input type="checkbox"/> Unit #17
<input type="checkbox"/> Unit #18	<input checked="" type="checkbox"/> Unit #19
	<input checked="" type="checkbox"/> Unit #20
	<input checked="" type="checkbox"/> Hallway

<u>Work Completion</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA bid specification, procedures and recommendations as per contract.	
Name	
Signature	
Date	
Company	
Note:	

To be filled out by IVHA personal only.

<u>Work Approved By</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA contract.	
Name	
Signature	
Date	
Company/ Title	I.V.H.A.
Note:	

*This form must be turned in with invoice when work is completed.



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 F: (760) 337-1585
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XVII. Work Completion Form - C

Contract No: _____

Project Name: Replace Heat Pump Units	Project Manager:
Location: Rosson-Moore Housing (48-3) 1060 N. Imperial Avenue, Units #62, #73, #104 Brawley, CA 92227	Start Date:
	Completion Date:
	Project Duration:
Project Goal: Replace Heat Pump units at:	
<input type="checkbox"/> Unit #62 <input type="checkbox"/> Unit #73 <input type="checkbox"/> Unit #104	

<u>Work Completion</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA bid specification, procedures and recommendations as per contract.	
Name	
Signature	
Date	
Company	
Note:	

To be filled out by IVHA personal only.

<u>Work Approved By</u>	
I hereby confirm that the above project as defined has been performed and completed in full accordance with IVHA contract.	
Name	
Signature	
Date	
Company/ Title	I.V.H.A.
Note:	

***This form must be turned in with invoice when work is completed.**



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F: (760) 337-1585
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XVIII. ADDITIONAL SUPPLEMENTARY CONDITIONS

PROJECT SITE:

The project site is located at:

Boatwright Homes (223)

590 W Holt Avenue, various units
El Centro, CA 92243

Cedar Homes (222)

650 Adams Avenue, various units
El Centro, CA 92243

Rosson Moore Housing

1060 N. Imperial Avenue, units 62, 73, 104
Brawley, CA 92227

LOCAL AUTHORITY: The Local Authority, LHA, or Owner, as referred to in the Contract Documents is:

IMPERIAL VALLEY HOUSING AUTHORITY

1402 D Street
Brawley, California 92227

Contact:

Alex Celis
Purchasing Agent
Telephone: 760-351-7000 ext. 121
Fax: 760-344-9712
acelis@ivha.org

WAGE AND LABOR STANDARDS:

Applicable Standards: The work of this project is subject to both Federal Wage and Labor Standards as described in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION and State of California Wage and Labor Standards as described in the following paragraphs of this Section. The Contractor shall, for any given wage classification, pay the higher of the Federal and State wage rates applicable to that classification.

STATE OF CALIFORNIA WAGE AND LABOR STANDARDS:

Employees and Work Day: The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Should the Owner deem anyone employed on the work incompetent or unfit for his duties, and so inform the Contractor, the Contractor shall dismiss such person, and he shall not again, without permission of the Architect, be employed upon the work.

The Contractor shall not permit any workmen to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Contractor shall forfeit as a penalty to the Owner Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this contract by the Contractor, or any subcontractor under him, for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the terms of this Article or in violation of the provisions of any law of the State of California. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked on each calendar day and each calendar week by each workman employed on the project which record shall be kept open at all reasonable hours to the inspection of the Owner, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.



Wage Scale: The Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work required by this Contract to be performed is to be performed for each craft, classification or type of workman needed to execute the Contract, also the general prevailing rate for legal holiday and overtime work, and has set forth in such prevailing rate of per diem wages and such prevailing rate for legal holiday and overtime work in a rate schedule which is on file at the office of the awarding body at which any interested party may obtain such a list upon request. By this reference said schedule is made a part of this contract as if fully set forth and the Contractor agrees and undertakes to pay, not less than the said general prevailing rate of per diem wages and not less than said general prevailing rate for legal holiday and overtime work specified and set forth in said schedule to all workmen employed by the Contractor in the execution of the Contract, and to require any subcontractor under him to pay not less than the said specified rates to all workmen employed by any subcontractor in the execution of the Contract. The Contractor shall forfeit as a penalty to the Owner Twenty-Five Dollars (\$25.00), for each calendar day or portion thereof for each workman paid not less than the specified rates for the work or craft in which such workman is employed for any work done under said Contract by the Contractor, or by any subcontractor under the Contractor. The Contractor shall pay to any workman who was paid not less than the specified rate for the work or craft for which the workman was employed for any work done under the contract, for each calendar day, or portion thereof, for which such workman was paid not less than such specified rate, an amount equal to the difference between such specified rate and the amount which was paid to such workman. The Contractor, and each subcontractor under him, shall keep, or cause to be kept, an accurate record showing the name, address, social security number, work classification, straight and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice or worker employed by the Contractor or subcontractor, as the case may be, in connection with the work required by the Contractor or subcontractor to be performed, which record shall be kept open at all reasonable hours to the inspection of the Owner, its officers and agents, and to the inspection of the Division of Labor Law Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations.

The Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1776 and 1777.5 of the Labor Code of the State of California.

COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Office of the Contractor stated on the signature page of the Contract (or such other office as it may from time to time designate in writing to the Owner) or deposited in the United States Mail in a sealed, postage prepaid envelope to the Contractor's office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Owner as indicated in Paragraph entitled: "OWNER" above, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or deposited in the United States Mail in a sealed, postage prepaid envelope to the Owner or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post as the case may be.

RFP/CONTRACT AWARD:

The Owner reserves the total right to reject any or all proposals or to waive any informalities, as may be in the best interest of the Owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as any person or person described in this paragraph.

In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the Owner, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

INSPECTION OF WORK:

The Owner and its representatives reserve the right to inspect work in progress and work previously completed at any time.

The Contractor shall advise the Owner at least 72 hours in advance, in writing, of its request for any specific inspection of work in progress. The Owner shall attempt to provide inspections for the Contractor whenever they are needed, but reserves the right to refuse any inspection requests not made in advance per the above time limitation.

CONTRACTOR'S TEMPORARY FACILITIES:

The Contractor and its subcontractors may maintain such temporary office and storage facilities on the project site as may be necessary for the proper conduct of work, subject to the limitations of space available for such uses.

The Contractor may install temporary fencing and other protective devices around such temporary facilities, subject to compliance with local regulations regarding such fencing, if any.

The Owner shall provide reasonable amounts of electricity for lighting such temporary facilities and powering small hand held power tools. The Owner shall designate the point of connection for such electricity. The Contractor shall extend such temporary conductors from the designated point of connection for such electricity. The Contractor shall extend temporary conductors from the designated point of connection to its temporary facilities at its own expense. Such temporary conductors shall comply in full with the National Electric Code and with local regulations. Such conductors shall be placed to avoid abuse or damage.

The Contractor may provide other utility services for its temporary facilities, but all expenses of providing and maintaining such services shall be at the expense of the Contractor. All such services shall be approved by the Owner before installation.

The Contractor shall maintain at least one temporary sanitary facility at each project site (actual number as required by local regulations) for the use of its men and its subcontractor's men. **THE CONTRACTOR SHALL NOT PERMIT ITS MEN OR ITS SUBCONTRACTOR'S MEN TO USE ANY SANITARY FACILITIES INSIDE THE DWELLING UNIT COMPRISING THIS PROJECT AT ANY TIME.**

The placement and maintenance of all temporary facilities, stored materials, and utility services shall be at the sole risk and expense of the Contractor. The Owner assumes no liability whatsoever for such facilities, stored materials, and utility services except as otherwise provided in this Contract.

The Contractor shall be responsible for collecting, storing and removing all waste, of trash and rubbish from the project sites at its own expense. Any substantial accumulations of trash shall be removed from the project sites on a daily basis. Small amounts of trash which are temporarily stored on the project sites shall be kept in enclosed areas or covered container within the Contractor's temporary storage area.

Upon completion of the work of this Contract, the Contractor shall remove all temporary facilities, stored materials, utility services, trash, and other items from the project sites and shall restore the sites to their conditions prior to its occupation of same.

EXISTING/NEW:

All work indicated in attached specifications is a part of the scope of this project unless specifically noted as "Existing" work. Some work included in the scope of this project may, for reasons of clarity, be noted as "New". All work not noted as "Existing" is a part of this project, regardless of whether or not it is noted "New".

EXISTING MATERIALS:

All existing materials removed from the project shall be disposed of off the project site at the Contractor's expense. No existing materials shall be used or incorporated into the work of this Contract in any manner except as provided in the Specifications.

EXISTING CONDITIONS:

The character of the work of this project is such that the extent of existing conditions at the project sites cannot be adequately conveyed in the RFP Documents. General information regarding overall sizes, locations, quantities, and similar information is indicated as part of these Documents.

It is the obligation of each contractor, however, to visit the project site and fully familiarize themselves with the character and the scope of the project and all existing conditions which will affect that work. **No consideration will be given to claims from the Contractor for additional reimbursement for work resulting from any existing conditions which were readily apparent at the time of this project.** Compensation, if any, for concealed conditions, is subject to the requirements stated in the General Conditions.

ANY DISCREPANCIES NOTED DURING SITE VISITATIONS OR ITEMS WHICH ARE NOT CLEAR ON THE CONSTRUCTION DOCUMENTS MUST BE SUBMITTED IN WRITING TO THE IMPERIAL VALLEY HOUSING AUTHORITY FOR A RESPONSE. IT IS UNDERSTOOD THE CONTRACTOR FULLY UNDERSTANDS THE INTENT OF THE CONSTRUCTION DOCUMENTS IF NO COMMENTS ARE SUBMITTED PRIOR TO SUBMITTING A PROPOSAL.

CONSTRUCTION TIME

The project shall be completed within thirty (30) calendar days from the date of the agreement

CONTRACTOR CONSTRUCTION EXPERIENCE:

Before a proposal is considered for award, the contractor may be requested by the Owner to submit a statement regarding his previous experience in performing comparable work, his business, and technical organization and financial resources. The proposal shall promptly provide such information as is required.

PERMITS AND FEES:

It is the sole responsibility of the contractor to contact the governmental agencies and utility companies having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in his proposal. The Owner cannot provide information to contractor regarding the extent of such permits and licenses, nor can it provide information regarding the fees to be charged.