



REQUEST FOR QUALIFICATIONS

GENERAL SCOPE, BACKGROUND,
PROPOSAL INSTRUCTIONS,
PANEL SELECTION
and
CONTRACT AWARDS

for a

HOUSING REHABILITATION CONTRACTORS PANEL

RFQ No. 6

RFQ Issued: March 22, 2012

**Proposal Due: April 6, 2012
(Unless otherwise notified)**

Issued by:

Housing Authority of the City of Riverside
3900 Main Street, 2nd Floor
Riverside, CA 92522
Phone: (951) 826-5879 Fax: (951) 826-2233

Request for Qualifications
Table of Contents

Section	Page
1. Purpose	1
2. Background	1
3. Project Overview	2
3. Pre-Requisites	2
4. RFP Schedule of Events	3
5. General Terms and Conditions	3
6. Scope of Work	4
7. Proposal Content	5
8. Instructions and Schedule for Submittal of Qualifications	6
9. Public Records	6
10. Evaluation Process and Criteria	7
EXHIBIT A – Insurance Requirements	
EXHIBIT B – Pre-qualification Questionnaire	
EXHIBIT C – Sample Professional Consultant Service Agreement	
EXHIBIT D- Sample Rehabilitation Standards and Specifications and Project Specific Scope of Work	



1. Introduction/Purpose

The Housing Authority of the City of Riverside ("Housing Authority") invites any experienced, qualified and licensed General Contractor ("Contractor") to submit a Proposal to provide services for the Neighborhood Stabilization Program (NSP 1, 3, and/or subsequent Federal, State, or Locally funded programs) and Targets of Opportunity (TOO) Program (and/or subsequent Redevelopment, State or Local funded programs).

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposals (RFP).

2. Background

As of 2009, the City of Riverside had an estimated population of 300,430 and is currently ranked the 12th largest city in California. Located in the Santa Ana River Valley approximately 60 miles east of Los Angeles and 100 miles north of San Diego, the City has historic roots, a progressive outlook and a tradition of stable, elected civic leaders committed to maintaining a diversified economy, balanced land uses, quality developments and cultural amenities.

The city is home to four internationally recognized colleges and universities, including the prestigious University of California, Riverside with an expanding student population of over 15,041. Riverside is a large and diverse economy with the Inland Empire's largest number of businesses and total jobs. Incorporated in 1883, Riverside is a Charter City with a unique blend of historic charm and modern city features. That community is rich in history, art and culture, and its residents enjoy excellent ballet, symphony, art, museums, theater and the Citrus State Historic Park. Riverside public schools are among the Inland Empire's finest.

The City is an important financial and professional center with numerous legal, accounting, brokerage, architectural, engineering, software firms and banking institutions. The downtown is anchored by the historic Mission Inn, which has earned a reputation as the "Downtown of the Inland Empire" and the Riverside Fox Theater where the first showing of the 1939 film *Gone with the Wind* took place. The downtown is also home to many state government offices, the County Administrative Center and a legal complex consisting of county, state, and federal courts.

Riverside's diverse manufacturing base includes such sectors as electrical instruments, plastics, wood and metal fabrication, food processing and recreational vehicles. Technological and manufacturing companies are supported by educational institutions offering specialized training and research partnerships. Businesses benefit from excellent freeways, rail access, high-speed fiber optic telecommunications, reasonable land and building costs, city owned electrical and water systems and a large general aviation airport. From its carefully laid out historic Mile Square to its 1924 Civic Center designed by the same planner responsible for San Francisco's, Charles Cheney, Riverside's citizens are proud of the city's unique character born from a tradition of careful planning. Through the City's Office of Historic Preservation, it is committed to preserving the past as a firm foundation for the future. Over 100 City Landmarks, 20 National Register Sites and 2 National Landmarks offer enjoyment and education to city residents and visitors.



3. Project Overview

The Housing Authority administers the NSP and TOO Programs on behalf of the City of Riverside ("City") and Redevelopment Agency of the City of Riverside ("Agency"). These funds are used to acquire, rehabilitate and re-sell or rent foreclosed single and multi-family residential units.

As housing units are acquired, staff will draft the Scope of Work required. This Scope of Work will be forwarded to all Contractors on the approved panel for bidding and mandatory and non-mandatory job-walks will be held with for those contractors wishing to bid on the project. After the job-walk, contractors under contract will then be allotted a short period of time to submit proposals in response to the notice inviting bids. Staff will determine the lowest responsive bidder and a supplemental agreement will be executed for the winning bidder for each home or group of homes.

All rehabilitation work shall comply with the current building code and HUD's Housing Quality Standards (HQS). The standards of finishes, appliances, etc. must be of moderate quality. Specifications developed will meet acceptable standards to obtain building permits, as necessary. Furthermore, all relevant health and safety issues such as lead-based paint and asbestos must be addressed prior to general improvements taking place. Rehabilitation Specification Consultants and Contractors are responsible for working closely together to ensure that all work is completed pursuant to developed specifications.

The panel will consist of seven (7) General Contractors at a given time. All successful contractors will enter into agreement with the Housing Authority for a period not to exceed one (1) year, with an option to extend the contract by two one year terms. The panel will be reevaluated on an annual basis and the panel may be increased or decreased depending upon the Housing Authority's need and work flow.

All Prospective Vendors submitting a bid package must be registered on the City's Electronic Vendors List, and must be listed on the "Electronic Bidders List." If the Vendor is not listed on the Electronic Bidders List, the bid package will not be considered or accepted.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Must possess a valid State Contractor's Class A or B license.
- Business Tax Registration and City Business license requirements.
- Liability insurance
- Worker's Compensation insurance
- Automobile Insurance
- Identification of Personnel, contractors and subcontractors.
 - No substitution of key personnel without prior written approval by the Housing Authority
- Self-perform a minimum of 35% of the requested work
- Ability to obtain a minimum \$250,000 Payment and Performance Bond(s). Bonds are required for each individual project.
- Fluency in electronic communication (e.g. e-mail/text messaging/sending and receiving .pdf files and photographs in .jpg formats). A majority of communication will occur via electronic means. All bids, e-mails, requests for clarifications and changes orders are sent and received via e-mail.



- Minimum of five (5) years of experience completing substantial rehabilitation of residential structures (single and/or multi-family) in California. **NOTE: Experience in new construction cannot be substituted for this requirement.**
- Minimum of three (3) in the last 5 (five) years of experience completing substantial rehabilitation of residential structures (single and/or multi-family) under a current California Contractor's License. **NOTE: Experience in new construction cannot be substituted for this requirement.**

A preference will be given to those contactors who can demonstrate experience in rehabilitating historic structures within the City of Riverside, consistent with Title 20 of the City's Municipal Code and the Secretary of the Interior's Standards for Rehabilitation.

A preference will be given to those contractors who are local to the City of Riverside.

Upon award of this RFP, the Housing Authority will require a City of Riverside Business License. The successful respondent to this RFP will enter into a Master Professional Services Agreement with the Housing Authority.

5. RFP Schedule of Events

The Housing Authority reserves the following rights:

- To amend, withdraw and/or cancel this RFP.
- To reject any or all responses to this RFP at any time prior to contract execution.
- To request or obtain additional information about any and all submittals.

The RFP deadline is **April 6, 2012 before 3:00 p.m.** Notifications of the top ranked submittals should occur by **April 22, 2012.**

All requests for clarifications or interpretations of the Scope of Work or Terms and Conditions set forth in this RFP should be submitted in writing and emailed to: Michelle Davis, Housing Project Manager at mdavis@riversideca.gov.

All questions and requests for clarifications or interpretations must be received in writing on or before **March 30, 2012 before 12:00 p.m.**

6. General Terms and Conditions

The initial term of the contract is anticipated to be one year. At the option of the Housing Authority, two extensions of one additional year (total of three years) may be executed following satisfactory performance of the initial term and sufficient work load.

Depending upon the needs of the Housing Authority, the panel may be reevaluated and new pre-qualified vendors may be added, or sub-standard vendors may be removed.

The selected contractors will enter into a Master Professional Services Agreement with the Housing Authority (Exhibit C). The respondents must meet all insurance requirements in the Sample Agreement.



All terms and conditions of the Agreement are non-negotiable. Payment of the City Business Tax is required during the term of the Agreement.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If a successful Company refuses or fails to execute the Agreement, the Housing Authority may award the Agreement to the next qualified Company.

Payments

The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and/or services.

7. Scope of Work/Compensation

The successful Contractors will provide the Housing Authority with housing rehabilitation services consistent with the provided Project Specific Scope of Work (Typical Scope – See Exhibit D), established local, state and federal laws and guidelines. Under the agreements, the selected Contractors will provide, but not limited to, the following scope of services:

- Provide general contracting services to ensure that projects are completed on time and within budget which will include activities such as weekly progress reports, detailed project budget, maintain records of competitive procurement for goods and services, etc. ,
- Oversee work performed by sub-contractors to ensure that all completed work is thoroughly inspected to ensure compliance with Housing Quality Standards (HQS),
- Perform energy efficient improvements consistent with Riverside Public Utilities and Southern California Gas Co. programs such as weatherization, weather-based irrigation system, drought tolerant landscaping, and installation of energy star compliant appliances and equipment,
- Perform or obtain the services of a qualified sub-contractor to perform hazardous materials abatement (e.g. lead/asbestos/mold mitigation) in compliance with industry and HUD standards and regulations, and substantiate capacity to perform such duties by providing all necessary certificates, licenses, and insurances of the Contractor or sub-contractor performing the work,
- Work closely with the Housing Authority Staff in regards to consistency of work being completed with respect to work write-ups,
- Comply with current building codes and HQS to ensure that rehabilitation work to be performed is inclusive of all requirements,
- Knowledge of City of Riverside's requirements for building permits, to ensure that all appropriate permits will be obtained, and
- Compliance with Title 20 of the City of Riverside's Municipal Code and Secretary of Interior Standards for rehabilitation and citywide design guidelines.
- The successful consultant will be required to comply with the City's insurance requirement, which includes Commercial General Liability and Automobile Insurance, Worker's Compensation Insurance, and must also possess a City of Riverside business license.

Compensation:



- Cost of services will be determined via a competitive bid process (bid based upon the Scope of Work and Job-Walk for a given property(ies) drafted by Housing Authority staff between all pre-qualified Contractors on the selected panel. The lowest responsive bidder will be selected to complete the scope of work.

8. Proposal Content

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be placed on completeness and clarity of content. All Proposals must be typed and electronically prepared. Proposals missing requested information will be considered incomplete and may be ineligible. Proposals shall be limited to twenty (20) pages. Resumes and company qualification brochure data may be added to the 20-page Proposal, provided they are located in an Appendix at the back of the Proposal.

The Proposal content should include the following

8.1. Cover Letter

The cover letter shall:

- 1) Confirmation that all elements of this RFP have been reviewed and understood;
- 2) Include a statement of intent to perform the services as outlined;
- 3) Express Company's willingness to enter into an Agreement under the terms and conditions prescribed by this RFP and in the Sample Agreement;
- 4) Include a Company Profile:
 - Address and telephone number of the Organization's main office and any branch offices. Members of the Organization who will actually be completing the work
 - Identify itself as to the type of organizational entity (i.e. corporation, sole proprietorship, partnership, joint venture, etc.)
 - Date the Organization was formed
 - Number of years in business
 - Size of Business
 - Services offered
 - Personnel policies
 - Whether the organization is minority-or women-owned business enterprises (MBE/WBE)
 - If more than one staff member will actually be performing work, provide brief biography of each person including relevant licenses, expertise, etc. Biography/Resume may be included as an appendix.

Cover letter shall be no more than two (2) pages in length.

8.2. Completed Pre-Qualification Questionnaire with all required attachments



9. Instructions and Schedule for Submittal of Qualifications

All Proposals shall be signed and sealed by a duly authorized representative of the Company. The name and mailing address of the individual executing the proposal must be provided.

The Housing Authority shall not be liable for any pre-contractual expenses incurred by any Company in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by Company in: preparing a proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any proposals made in response to this RFP.

Submittal Method

Submit 2 hard copies of proposal to:

Housing Authority of the City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522
Attn: Michelle Davis, Housing Program Manager

Submittal Date:

Proposals are to be submitted on or before **3:00 p.m, April 6, 2012**

The Housing Authority reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

LATE PROPOSALS WILL NOT BE CONSIDERED

10. Public Records

All Proposals submitted in response to this RFP become the property of the Housing Authority and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least 10 days before selection and award.

If an Organization claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal.

Note that under California law, price proposal to a public agency is not a trade secret.

11. Evaluation Process and Criteria

The RFP will be evaluated by Housing Authority representatives. Each proposal will be evaluated using the following criteria:



Pre-Qualification Questionnaire	90%
Remaining Proposal Content	10%
Total Possible:	<u>100%</u>

The most qualified Company(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal.

The most highly qualified and experienced Company(s) shall then enter into exclusive negotiations with the Housing Authority to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the Housing Authority is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Work, then the Housing Authority will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the Housing Authority, and so on until the Housing Authority and the Company reach agreement.



EXHIBIT A INSURANCE REQUIREMENTS

The selected Organization will be required to furnish to the Authority and the City of Riverside proper evidence of the following forms of insurance coverage:

- i. Workers' Compensation insurance which complies with all applicable state laws and requirements.
- ii. Strategic General Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations.
- iii. Property insurance covering all real and personal (non-expendable) property leased or purchased in connection with the Project in a form appropriate for the nature of such property, covering all risks of loss, excluding earthquake and flood, for 100% of the replacement value, with deductible, if any, acceptable to the Authority and City, naming the Authority and City as loss payee.
- iv. Organization shall cause any general contractor or agent working on the Project under direct contract with the Organization to maintain insurance of the types and in at least the minimum amounts described in subsections i. and ii. Above, and shall require that such insurance shall meet all of the general requirements of subsections v., vi., and vii. Below. Subcontractors working on the Project under indirect contract with Developer shall be required to maintain the insurance described in subsections i. and ii. Above. Unless waived by Authority and City, liability insurance to be maintained by such contractors and agents pursuant to this subsection shall same as additional insured Authority and City, and its officers, agents, employees and representatives.
- v. The required insurance shall be provided under an occurrence form, and Organization shall maintain such coverage continuously throughout the term of this agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limits shall be three times the occurrence limits specified above.
- vi. Each insurance policy required by this agreement shall contain the following clauses:
 - (1) "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Riverside and Housing Authority of the City of Riverside".
 - (2) "It is agreed that the City of Riverside and Housing Authority of the City of Riverside is self-insured and any insurance maintained by it shall apply in excess of and not contribute with insurance provided by this policy."
 - (3) "The City of Riverside and Housing Authority of the City of Riverside and its officers, agents, employees, representatives and volunteers are added as additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with the City of Riverside and the Housing Authority of the City of Riverside.



EXHIBIT B
Pre-Qualification Questionnaire

**PRE-QUALIFICATION QUESTIONNAIRE FOR HOUSING AUTHORITY
NEIGHBORHOOD STABILIZATION PROGRAM AND
TARGETS OF OPPORTUNITY PROGRAM**

Information submitted for Pre-qualification evaluation will be considered official information acquired in confidence. The confidentiality of the information will be maintained to the extent permitted by law.

CONTACT INFORMATION

Firm Name: _____

Check One: Corporation
(as it appears on license)

Partnership
 Sole Proprietorship

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

Email Address: _____

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 4 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 5, 6, 7 or 8 is “yes.”¹ If the answer to question 7 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No

2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees.

4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and must possess a rating of A-VII) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?²
 Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

5. Has your contractor’s license been revoked at any time in the last five years?
 Yes No

¹ A contractor disqualified solely because of a “Yes” answer given to question 5, 6, or 8 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

² An additional notarized statement from the surety may be requested by the *Housing Authority* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

6. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five years?

Yes No

7. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If the answer is “Yes,” state the beginning and ending dates of the period of debarment:

8. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

[Continue to #9 on next page]

9. Does your firm have experience with residential rehabilitation? If yes, please copy this page and provide a list of your five (5) most recent projects including name of references, addresses, phone numbers and brief description of work.

Project Name/Type: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Project Name/Type: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Project Name/Type: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Project Name/Type: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Project Name/Type: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

1. Organization Type (please check the appropriate box) (*attach a NOTARIZED list of signatures for those AUTHORIZED to sign on behalf of the company*):

- Sole Proprietorship/Sole Owner
- Partnership
- Corporation (*attach a copy of the Articles of Incorporation or the Minutes of the Corporation to verify officers, AND a NOTARIZED list of officers with their signatures*).

2. Owners/Partners: _____
 (Print Name) (Print Name)

_____ (Print Name) _____ (Print Name)

3. Officers of the Corporation (*attach a copy of the Articles of Incorporation or the Minutes of the Corporation to verify officers AND a NOTARIZED list of officers with their signatures*):

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

4. Is the company, the owners(s), officers, responsible managing officer (RMO) or responsible managing executive (RME) connected with other companies as a subsidiary, parent, holding or affiliate?

- Yes No

If yes, please explain on a separate signed sheet. Includes information about other firms if one firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose share are publicly traded is not required to answer this question.

- Yes No

2. State your firm's gross revenues for each of the last three years:

3.a. How many years has your organization been in business in California as a contractor (*Minimum 3 years) under your present business name and license number? _____ years.

3.b. Is your business located in Riverside?

Yes No

3.c. How long has your organization conducted business in Riverside? _____ years.

4. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes" please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

5. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If "yes" please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

Contractor's State License Number	License Class	Expiration Date	Name of Responsible Managing Officer (RMO) Name of Responsible Managing Executive (RME)

6. Has your firm changed names or license number in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

7. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

8. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If “yes,” please explain on a separate signed sheet.

Disputes

9. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed, deemed not a responsible bidder, prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

NOTE: The following questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a

project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

11. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

12. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

13. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

14. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

15. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

16. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

17. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding and Insurance

Bonding:

Present Surety Company’s Name: _____ A.M. Best Rating: _____

Agent’s Company Name: _____

Agent’s Name: _____

Agent’s Phone Number: _____

(Please attach an ORIGINAL, SIGNED letter of bondability from your current surety company (a California admitted surety company with at least an A-VII Rating according to the current report published by A.M. Best Company) indicating limits for a single contract and aggregate. A letter from your insurance agent or broker, without Power of Attorney documentation IS NOT ACCEPTABLE.)

If applicable, indicate in information of your prior surety company:

Prior Surety Company’s Name: _____ A.M. Best Rating: _____

Agent's Company Name: _____

Agent's Name: _____

Agent's Phone Number: _____

What was the largest aggregate amount of bonds issued on construction contracts performed by your firm in the past two (2) calendar years:

Year _____ Bonding Company _____ for the amount of \$ _____

Year _____ Bonding Company _____ for the amount of \$ _____

During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

Insurance Coverage:

Name of Insurance Company:

Name of Insurance Broker/Agency:

Agent's Name:

Agent's Phone Number:

Please attach an ORIGINAL certificate of insurance as evidence of LIABILITY INSURANCE coverage of at least \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate, as well as Automobile Coverage and Workers Compensation Coverage with a California-admitted insurance company (naming the City of Riverside as Additionally Insured) to cover all activities of the bidder's firm other than City or Agency projects.

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage Compliance Record

7. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

PART III. RESIDENTIAL REHABILITATION EXPERIENCE

Does your organization have experience:

- performing residential kitchen and/or bathroom remodels which include but are not limited to cabinet/countertop/fixture replacement and installation of appliances?

No Yes (if yes, include a reference for the above described work)

Reference Contact Information: _____

Date Work Performed: _____

- repairing/replacing residential mechanical systems?

No Yes (if yes, include a reference for the above described work)

Reference Contact Information: _____

Date Work Performed: _____

- repairing/replacing residential electrical systems?

No Yes (if yes, include a reference for the above described work)

Reference Contact Information: _____

Date Work Performed: _____

- installing residential landscape and irrigation systems?

No Yes (if yes, include a reference for the above described work)

Reference Contact Information: _____

Date Work Performed: _____

- repairing/replacing residential roof structures and materials?

No Yes (if yes, include a reference for the above described work)

Reference Contact Information: _____

Date Work Performed: _____

- weatherizing and/or performing energy audits on residential structures?
 No Yes (if yes, include a reference for the above described work)
Reference Contact Information: _____
Date Work Performed: _____

- in the construction of NEW residential structures?
 No Yes (if yes, include a reference for the above described work)
Reference Contact Information: _____
Date Work Performed: _____

- rehabilitating historic residential structures (those structures over 50 years of age and subject to Title 20 of the City's Municipal Code)?
 No Yes (if yes, include a reference for the above described work)
Reference Contact Information: _____
Date Work Performed: _____

PART IV. REFERENCES

- A. Customer References will be taken from Listing of References (Exhibit A).
- B. List of subcontractors and/or material suppliers used in the last three years. Check the box next to the type of work performed in relation to the subcontractor/supplier services.
- C. Please indicated Project Type (as listed by letter)

Subcontractor/Supplier	Mailing Address E-Mail Address	Phone Number	Project Type
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999

C. List of all projects architects, project engineers, and public project managers who supervised your work for each in progress and completed project in the last three years.

Project Architects, Engineers and Public Project Managers	Mailing Address E-Mail Address	Phone Number	Project Type
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999
			<input type="checkbox"/> Public Works/Commercial Project <input type="checkbox"/> Residential New Construction <input type="checkbox"/> SFR Rehab over \$50,000 <input type="checkbox"/> SFR Rehab/Remodel under \$49,999 <input type="checkbox"/> Multi Family Rehab over \$100,000 <input type="checkbox"/> Multi Family Rehab/Remodel under \$99,999

* * * * *

CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Name of Contractor

Signature (Owner, Officer or Partner)

Date

Printed Name and Title

O:\Cycom\WPDocs\D005\P009\00028492.DOC



EXHIBIT C
Sample Master Consultant Service Agreement

MASTER AGREEMENT
FOR REHABILITATION OF RESIDENTIAL UNITS

Housing Authority of the City of Riverside – Neighborhood Stabilization Program

[NAME OF CONTRACTOR]

This Master Agreement for Rehabilitation of Residential Units (“Agreement” or “Master Agreement”), is made and entered into this ____ day of _____, 20____, by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, public entity, corporate and politic (“Authority”), and [ENTER NAME OF CONTRACTOR, TYPE OF ENTITY, ADDRESS California State Contractor's License No. _____ (“Contractor”) in accordance with the following facts:

RECITALS

A. The Authority, acting through the Housing Division of the City’s Development Department, issued an open Request for Qualifications (“RFQ”) for a Housing Rehabilitation Contractor Panel to contractors for the purpose of creating a panel of qualified contractors (“Contractor Panel”) who are readily available to bid on and perform construction and rehabilitation work on various residential units throughout the City of Riverside.

B. Contractor submitted a response to the RFQ demonstrating Contractor’s willingness and qualifications to perform such work.

C. Authority desires to include Contractor in its Contractor Panel who will be given an opportunity to competitively bid with other panelists for specific project work, and Contractor desires to be included in such Contractor Panel.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to this Agreement, and the following covenants and conditions, the parties agree as follows:

AGREEMENT

1. Contractor's Duties.

1.1 Work Force and Equipment. Contractor shall at all times maintain a work force and equipment capable of performing the work generally described and in accordance with the Scope of Work described in Exhibit A of the Master Agreement, on an as-needed basis.

1.2 Bids. Contractor shall use its best efforts to submit competitive bid proposals in response to Requests for Bids (“RFB”), as defined in the Special Provisions, issued by Authority from to time to time for specific project work as defined in the RFB’s Scope of Work (“Specific Project Work”).

1.2.1 Contractor understands and agrees that each contract for Specific

Project Work (“Supplemental Agreement”), if awarded, will be to the lowest responsive bidder in accordance with the Contract Documents. Execution of this Master Agreement does not guarantee Contractor will be awarded any Specific Project Work.

1.2.2 Contractor further understands and agrees that Authority may reject any or all Bid Proposals in accordance with the Contract Documents.

1.2.3 Authority shall not be liable for any expenses or costs incurred by Contractor in preparing its bid proposals.

1.3 Insurance. At all times during the term of this Agreement, Contractor shall maintain insurance required under this Agreement.

1.4 Bonds. At all times during the term of this Agreement, Contractor shall maintain the performance and payment bonds required under this Agreement.

1.5 Master Agreement. Contractor understands and agrees that all Supplemental Agreements for Specific Project Work awarded to Contractor shall be governed by, and Contractor shall perform all Specific Project Work in accordance with this Master Agreement and the Contract Documents. Contractor’s failure to execute this Master Agreement and provide all required insurance documents within thirty (30) calendar days of Executive Board approval shall result in Contractor’s removal from the Panel.

1.6 Contract Documents. Contract Documents for this Master Agreement shall consist of the following: Request for Qualifications (“RFQ”) for a Housing Rehabilitation Contractor Panel and subsequent addendum thereto; Contractor’s proposal (including any documentation accompanying the Proposal and any post-RFQ proposal documentation submitted prior to Authority’s execution of the Master Agreement); Supplemental Agreements (if any); this Master Agreement; Modifications issued after the Notice of Bid Award; Purchase Orders; Change Orders; the Notice of Bid Award; Contractor’s Bid Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Bid Award); RFB Addenda; RFB including all attached plans and specifications; Authority’s Special Provisions attached hereto as Exhibit B (“Special Provisions”); 2009 Edition of the Standard Specifications for Public Works Construction (“Standard Specifications”) written by Public Works Standards, Inc.; Standard Plans; Standard Specifications; Uniform Building Code; Plumbing Code; Fire Code; Mechanical Code; National Electric Code; Uniform Code for Abatement of Dangerous Buildings; performance bond and payment bond; and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by reference and are intended to be correlative and constitute Contractor’s performance obligations.

1.7 Use of Local Labor. In order to promote the employment of local residents, to the extent permitted by law, Contractor shall use its best efforts to actively recruit and employ skilled craft workers located within a fifty-mile radius of the project site (“Local Labor”) to comprise at least fifty percent (50%) of its work force.

1.8 Use of Local Suppliers. In order to promote patronage in the Authority, Contractor shall use its best efforts to purchase supplies within the City limits.

2. **Work.**

2.1 Contractor shall provide all labor, equipment, and materials (when specified in the RFB) for, and shall complete Specific Project Work for all Supplemental Agreements awarded to Contractor. Contractor understands and agrees that such Specific Project Work may include without limitation new construction, installation, maintenance, repair, demolition, and/or modification, of residential units on an as-needed basis.

3. **Effective Date.** This Agreement shall be effective upon the date first written above.

4. **Termination Date.** This Agreement shall terminate on _____, or upon the required date for completion of any Specific Project Work, provided that it was prepared for bid prior to _____.

5. **Extension.** This Agreement may be extended for a period of one (1) additional year period subject to the approval of the Executive Director, the availability of budgeted funds and Contractor's submission of verification that it continues to satisfy the prequalification criteria.

6. **Completion and Acceptance of Work.**

6.1 Inspection. The Specific Project Work will be inspected by authorized City inspector for acceptance, upon receipt of Contractor's written assertion that the Specific Project Work has been completed.

6.2 Contractor's Guarantee. All Specific Project Work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of one year from the date the Specific Project Work is completed. The Contractor shall replace or repair any such defective Specific Project Work in a manner satisfactory to the Authority, after notice to do so from the Authority, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Authority may re-let the Specific Project Work and Contractor and its sureties shall be liable for the costs thereof.

7. **Interpretation.**

7.1 Except as expressly modified in this Agreement, the capitalized terms used in this Agreement shall have the meanings defined in the Special Provisions.

7.2 In the event of any contradictory or inconsistent provisions, terms or conditions of the various Contract Documents, the specific terms and conditions in the Contract Documents in the following order of precedence, listed from highest to lowest, shall control in

questions of interpretation and have precedence: Master Agreement, Modifications, Contractor's Bid Proposal, RFB, Special Provisions, Standard Specifications, and Reference Specifications.

8. **Payment.**

8.1 Contract Price. Authority shall pay Contractor the contract price as set forth in the Supplemental Agreement for the Specific Project Work, which includes all California sales or use tax and County and City taxes, for the performance of all of the Specific Project Work, the completion of the improvements in strict conformity with the provisions hereof, and the guarantee of the Specific Project Work and improvements for the periods set forth in the Contract Documents ("Contract Price"). The total Contract Price for all Specified Project Work assigned to Contractor shall not exceed \$500,000.00 ("**Authorized Not to Exceed Amount**").

8.2 Contractor Certification - Contract Price. Contractor hereby certifies that:

8.2.1 Contractor shall carefully examine the requirements of each Request for Bids, Bid Proposal form, Scope of Work, job site description, Plans and Specifications, Instructions to Bidders and Contract Addenda;

8.2.2 Contractor has examined the requirements of the Scope of Work;

8.2.3 Contractor understands that all items to be furnished shall be for the Contract Price, as set forth in Supplemental Agreement.

8.3 Contractor understands and agrees that Authority shall not be obligated to compensate Contractor for any expenses or costs Contractor may incur in maintaining its status as a member of the Panel, including without limitation, Contractor's cost of maintaining the insurance and bonds required by this Master Agreement. Contractor's sole compensation, if any, shall be the Contract Price set forth in the Supplemental Agreement for any Specific Project Work.

8.4 Payment of Contract Price. Authority shall make progress payments to Contractor based upon the invoiced amount submitted by Contractor, less ten percent (10%) retention. Final payment of all sums invoiced and unpaid, including all retention shall be made within sixty (60) days of acceptance of the Specific Project Work by the Authority.

9. **Compensation - Payment of Contractor's Employees.** Contractor shall be solely responsible for the payment of its employees assigned to perform Specific Project Work for Authority pursuant to this Agreement, including wages, benefits, payroll deductions, unemployment and worker's compensation, as well as the employer's share of Social Security.

9.1 Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;

- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.

10. **Licenses, Permits and Business Tax.** As a condition of this Agreement, Contractor and all subcontractors shall secure and maintain at all times, a business license to operate in the City of Riverside, and shall also secure and maintain at all times, any other licenses or permits which may be required. Contractor understands that its performance of the services will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

11. **Business Taxes, Charges or Penalties.** Contractor acknowledges and agrees that Authority shall withhold and offset said amounts from any amounts the Authority owes to Contractor for unpaid business tax, tax penalties, utility charges, invoiced fees or other outstanding debt under this Agreement. The Authority shall give Contractor written notice of such withholding and offset. In the event of any dispute as to amounts owed to Authority, Authority will hold such disputed amounts throughout an appeal process and resolution of the dispute over the amount owed.

12. **Consent for Amounts in Excess of Contract Price.** Contractor hereby agrees that it shall not be compensated for any extra materials used or time expended, over and above the Contract Price, unless prior written approval for the same has been granted by Authority.

13. **Work Deadline.**

13.1 Contractor hereby agrees that Contractor shall complete all Specific Project Work within the time frame indicated on the Notice to Proceed issued by the Authority.

13.2 Failure of Contractor to complete the Specific Project Work within the time specified in the Contract Documents and the Authority's Notice to Proceed will result in damages being sustained by Authority. Such damages are, and will continue to be impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of the Work, as adjusted in accordance with Section 6-6 of the Standard Specifications, Contractor shall pay to Authority, or, at Authority's sole option, have withheld from monies due Contractor, the sum of Two Hundred Fifty Dollars (\$250.00). Execution of this Agreement shall constitute agreement by Authority and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Specific Project Work within the allotted time. Such sum is a liquidated damage and shall not be construed as a penalty, and may be deducted from payments due Contractor if

such delay occurs.

14. Performance and Payment Bonds.

14.1 Prior to award of each Specific Project Work in excess of \$25,000.00, Contractor shall furnish completed Authority bond forms. Contractor shall provide a Performance Bond, as security for the performance of each Supplemental Agreement and a Payment Bond, as security for the payment of all persons performing labor and furnishing materials in connection with the Supplemental Agreement. Each Bond shall be for one hundred percent (100%) of the Specific Project Work, and shall be subscribed by a corporate surety that is authorized to transact surety insurance business in the State of California, with a policy holder's rating of A or higher and a financial class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish Authority a new bond within ten (10) days after receiving notice from Authority. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied.

14.2 In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by Authority to ensure performance of this Agreement. Such substitution shall be made at the request and expense of the Contractor. Securities equivalent to the amount withheld may be deposited with the Authority or with a California or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code. Securities must be state or federally insured and within the top three (3) ratings of a nationally recognized rating service.

15. Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Specific Project Work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers Compensation Act.

Prior to Authority's execution of this Agreement, Contractor shall file with Authority either 1) a Certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate insurance will immediately be filed with Authority. Any certificate filed with the Authority shall provide that Authority shall be given ten (10) days prior written notice before modification or cancellation thereof. Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a financial class of VII or larger.

16. Commercial General and Automobile Liability Insurance. Prior to Authority's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, such commercial general and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern

operations by Contractor or by anyone directly indirectly employed by, connected with, or acting for or on behalf of Contractor.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a policy holder's rating of A or higher and a Financial Class of VII or larger.

Contractor's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designees.

These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations herein.

17. **Additional Insured Endorsements.** Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability, shall be filed with Authority and shall include Authority and its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

Solely for work done by and on behalf of the named insured for the Authority, it is agreed that the Housing Authority for the City of Riverside and the City of Riverside and its officers and employees are added as additional insureds under this policy.

The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Authority by certified or registered mail.

Authority, its agents and employees make no representation that the limits of the insurance specified, to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

18. **Indemnification.** Except as to the sole negligence, active negligence or willful misconduct of the Authority, Contractor shall indemnify and hold the Authority, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with the performance of Specific Project Work, activities, operations or duties of Contractor, or anyone employed by or working under

Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the Authority may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the Authority incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

19. **Duty to Defend.** Contractor agrees, at its cost and expense, to promptly defend the Authority and the Authority's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Specific Project Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the Authority, and with well qualified, adequately insured and experienced legal counsel acceptable to the Authority.

20. **Suspension from Panel.** The Project Manager or other authorized Authority representative may suspend Contractor from participating in bids for Specific Project Work if Contractor has previously received correction notices for substandard or defective work under a Supplemental Agreement for Specific Project Work. Contractor may submit documentation to the Project Manager or other authorized Authority representative confirming that changes in Contractor's personnel, policies or practices have remedied the cause of the substandard or defective work. It is within the Project Manager's or other authorized Authority representative's sole discretion to lift Contractor's suspension based upon Contractor's documentation or to proceed to termination of the Master Agreement and any Supplemental Agreements thereto.

21. **Termination.** The Authority may terminate Contractor's performance of this Master Agreement and any Supplemental Agreement for Specific Project Work without liability if:

- (1) Contractor fails promptly to begin the Specific Project Work under the Supplemental Agreement; or
- (2) Contractor refuses or fails to supply enough properly skilled workers or proper materials; or

- (3) Contractor fails to perform the Specific Project Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable Specific Project Work; or
- (4) Contractor discontinues the prosecution of the Specific Project Work; or
- (5) Any representation or warranty made by Contractor in its Pre-qualification Questionnaire shall have been false or materially misleading when made; or
- (6) Contractor fails to make payment to subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law; or
- (7) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- (8) Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
- (9) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide Authority with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, Authority has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

22. **Independent Contractor.** Contractor shall at all times during its performance of any Specific Project Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of Authority, and Authority shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

23. **Non-exclusive Agreement.** The Authority reserves the right to bid any Specific Project Work outside of the Panel, to enter into contracts with non-panel contractors and to add additional contractors to the Panel that satisfy the prequalification criteria, whenever the Authority deems it to be in its best interest.

24. **Nondiscrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,

marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

25. **Accounting Records.** Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

26. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

Authority

Contractor

Development Department
City of Riverside
3900 Main Street
Riverside, CA 92522

27. **Severability.** Each Agreement provision, term, condition, covenant and/or restriction, in whole and in part, shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

28. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

29. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

30. **Waiver.** No action or failure to act by the Authority shall constitute a waiver any right or duty afforded Authority under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

31. **Entire Agreement.** This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, Authority and Contractor have caused this Agreement to be duly executed on the day and year first above written.

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE, a public entity
corporate and politic

[NAME OF CONTRACTOR]
[entity]

By: _____
Executive Director

By: _____
Name:
Its:

Attest: _____
Authority Secretary

By: _____
Name:
Its:

Approved as to Form:

By: _____
Authority General Counsel

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: _____

[NAME OF CONTRACTOR].

By _____

Name:

Its:

Exhibit A

Scope of Work

Contractor will provide the Authority with housing rehabilitation services consistent with established local and state law and guidelines. Contractor will provide, but not limited to, the following scope of services:

- Provide general contracting services to ensure that projects are completed on time and within budget which will include activities such as weekly progress reports, detailed project budget, maintain records of competitive procurement for goods and services, etc. ,
- Oversee work performed by sub-contractors to ensure that all completed work is thoroughly inspected to ensure compliance with Housing Quality Standards (HQS),
- Perform energy efficient improvements consistent with Riverside Public Utilities and Southern California Gas Co. programs such as weatherization, weather-based irrigation system, drought tolerant landscaping, and installation of energy star compliant appliances and equipment,
- Perform or obtain the services of a qualified sub-contractor to perform hazardous materials abatement (e.g. lead/asbestos/mold mitigation) in compliance with industry and HUD standards and regulations, and substantiate capacity to perform such duties by providing all necessary certificates, licenses, and insurances of the Contractor or sub-contractor performing the work,
- Work closely with the Authority Staff in regards to consistency of work being completed with respect to work write-ups,
- Comply with current building codes and HQS to ensure that rehabilitation work to be performed is inclusive of all requirements,
- Knowledge of City of Riverside's requirements for building permits, to ensure that all appropriate permits will be obtained, and
- Compliance with Title 20 of the City of Riverside's Municipal Code and Secretary of Interior Standards for rehabilitation and citywide design guidelines.
- The successful consultant will be required to comply with the Authority's/City's insurance requirement, which includes Commercial General Liability and Automobile Insurance, Worker's Compensation Insurance, and must also possess a City of Riverside business license.

EXHIBIT “B”

REQUEST FOR QUALIFICATIONS

[Inserted behind this page]

EXHIBIT "C"
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONTRACTOR'S NAME]
[PROJECT NAME]

The Scope of Work for _____ ("Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Contractor's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Agreement for Rehabilitation of Residential Units by and between Authority and Contractor dated _____ ("Agreement"). Contractor agrees to perform the services described in the Request for Bids within the time set forth in the Contractor's Proposal for a fee in an amount not to exceed \$_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____.

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE, public entity
corporate and politic

[CONTRACTOR'S NAME],
[entity]

By: _____
Executive Director

By: _____

[Printed Name and Title]

Attest: _____
Authority Secretary

By: _____

Certified as to availability of funds:

[Printed Name and Title]

By: _____
Finance Director

Approved as to form:

By: _____
Authority General Counsel

PERFORMANCE BOND

Bid No. _

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS _____ the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE ("AUTHORITY") awarded to _____ ("PRINCIPAL") a contract for performance of the work described as Supplemental Agreement to Master Agreement for Rehabilitation of Residential Units (Housing Authority of the City of Riverside - Neighborhood Stabilization Program) ("SUPPLEMENTAL AGREEMENT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS the SUPPLEMENTAL AGREEMENT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the SUPPLEMENTAL AGREEMENT; and

WHEREAS _____ ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ Dollars (\$ _____), for which payment well and truly to be made to AUTHORITY or AUTHORITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the SUPPLEMENTAL AGREEMENT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless AUTHORITY and AUTHORITY 's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the SUPPLEMENTAL AGREEMENT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

If lawsuit is brought by AUTHORITY on this BOND, PRINCIPAL and SURETY shall pay to AUTHORITY, over and above the principal sum hereof, reasonable costs and attorney's fees which the court is hereby authorized to award.

IN WITNESS WHEREOF we sign and seal this BOND on _____ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Telephone Number _____

Contractor
Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

PAYMENT BOND

Bid No.
Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS on _____, the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE ("AUTHORITY ") awarded to _____ ("PRINCIPAL") a contract for performance of work described as Supplemental Agreement to Master Agreement for Rehabilitation of Residential Units (Housing Authority of the City of Riverside - Neighborhood Stabilization Program) ("SUPPLEMENTAL AGREEMENT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS the SUPPLEMENTAL AGREEMENT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS _____ ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto AUTHORITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of _____ Dollars (\$_____), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the SUPPLEMENTAL AGREEMENT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF we sign and seal this BOND on _____ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Telephone Number _____

Contractor _____
Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

(Appropriate Certificate to be attached to Agreement for Construction)

CERTIFICATE

(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Master Agreement for Rehabilitation of Residential Units re Neighborhood Stabilization Program between the Housing Authority of the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary

(SEAL)



EXHIBIT D

NSP/TOO PROGRAM

MINIMUM STANDARDS, GENERAL NOTES AND SPECIFICATIONS

ACCESS AND SECURITY

1. Contractors shall be responsible to ensure the property is secure at all times during construction.
2. After a Notice to Proceed has been issued, City staff will provide keys to contractors for access to the property. Contractors may change door lock cores with a “construction core” for access during construction schedule as necessary. Contractors shall not issue any keys to others, unless authorized by the City staff.
3. Once rehab work is complete, replace all exterior locksets/door knobs with key alike and provide at least 3 sets of keys per dwelling unit as necessary. It is acceptable for construction keys to match rehab keys/locks to avoid changing locks in anticipation that when the house is sold the new property owners will change locks as necessary.
4. Provide a minimum of three (3) master keys for multi family units, and three (3) keys for each unit.

DEMOLITION AND ABATEMENT OF HAZARDOUS MATERIALS

1. Demolition activities shall be completed in accordance with applicable City of Riverside, State of California and federal codes and regulations. Contractor is required to take the necessary measures and cautions for the protection of contractor employees, the general public and neighboring properties.
2. Abate lead-based paint and lead-containing materials in compliance with City of Riverside, State of California and federal codes and regulations.
<http://www.hud.gov/offices/lead/lbp/hudguidelines/> The contractor shall remove all lead based paints. Encapsulation of lead based paints requires specific approval from the Project Manager. Lead-safe work practices must be followed. Only certified abatement contractors shall be used to perform the work. The contractor shall notify the Project Manager 48 hours in advance of the completion of lead hazard control and cleanup effort. Contractor shall coordinate with Project Manager the progression of all work subject to independent inspection and final clearance of the lead paint abatement. The initial inspection costs of the lead inspection and clearance shall be done at the City’s expense, however if as a result of the testing a clearance is not obtained the Contractor shall be responsible for all additional retesting.
3. All mold identified in the Mold Inspection Report or identified during the rehab process shall be remediated using the proper mold remediation, cleanup and abatement procedures. Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol “Creating a Healthy Home.”
http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_pdf All carpeting, drywall or other gypsum-based wall coverings or any other non-structural components with



mold present will be removed and replaced. The National Center for Healthy Housing protocol “Creating a Healthy Home” will be followed for remediation of structural components.

4. Contractors are required to abate, encapsulate or repair areas where asbestos-containing materials exist in accordance with City of Riverside, State of California and federal codes, regulations, guidelines and specifications. Refer to Asbestos Inspection Reports. Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring. Friable asbestos components such as boiler or pipe insulation, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.
5. Contractors are required to issue all notifications and obtain all necessary permits at his/her own cost for abatement work, clearance and final closure of the abatement of any and all hazardous materials including asbestos-containing materials, lead-based paint and mold. Contractors shall coordinate all of the hazardous materials abatement with proper agencies and authorities.
6. Complete termite repairs and treatment in conformance with property termite report enclosed in bid documents, or subsequently provided.
7. **Clearance for hazardous materials abatement and termite shall be included in the warranty package.**

PROTECTION OF EXISTING IMPROVEMENTS

1. Contractors shall protect in place and free of damage existing improvements within subject property, neighboring properties and public right-of way, which are not part of the modification or rehabilitation work. Any damage caused by contractors to items that are not part of the Scope of Work shall be repaired or replaced at the cost of the Contractors and at the discretion of City staff.

REMOVAL AND DISPOSAL OF TRASH AND DEBRIS

1. At the commencement of contract work, contractors are required to complete the removal and abatement of trash and debris and continue the removal and disposal on a daily basis in an approved industry standard and legal manner; such as appropriate containers. The entire property, including but not limited to, yards, accessory structures, house interiors, porches and patios and other areas shall be free of trash and debris daily during construction.
2. Trash and debris includes, but is not limited to, excess dirt, rubbish, concrete remnants, hazardous materials, rotted wood, old cabinets, construction waste, discarded furniture, tires, old carpet, chipped paint, dead vegetation, broken tree limbs, paper, cardboard, bottles, and so forth. Contractor shall be responsible for the removal and legal disposal of trash and debris from the construction site on a daily basis.
3. It is not allowed for contractors to temporarily store trash and debris on yards and driveways.

NON-PERMITTED STRUCTURES



1. Contractors shall be responsible to demolished and dispose of any non-permitted structures and/or improvements identified in the Scope of Work.
2. Contractors, when required and as provided in the contract documents, shall construct the new addition and/or modifications per drawings and current building codes.
3. The City will provide and obtain approvals on any plans and specifications for additions and/or building modifications to correct non-permitted additions and substandard structural building conditions.

PAINTING

1. Exterior finishes and building envelope:

- a) Prep, sand, feather in, patch, caulk, clean and apply one coat of manufacturer-recommended Dunn-Edwards primer or equal and two coats of Evershield Dunn-Edwards Eggshell Paint or equal on wood siding.
- b) Prep, sand, feather in, patch, caulk, clean and apply one coat of Dunn-Edwards primer or equal and two coats of EVERSIELD Semi-Gloss Dunn-Edwards Semi-Gloss paint or equal on trim, eaves, fascia, shutters and other exterior wooden architectural elements.
- c) Replace damaged wood siding (e.g., chipped, cracked, warped, termite-damaged, and so forth) to match existing.
- d) Prep, sand, clean and apply one coat of manufacturer-recommended primer of Dunn-Edwards or equal and two coats of EVERSIELD Exterior Dunn-Edwards paint or equal on gutters and downspouts.
- e) Prep, caulk and repair stucco and match existing. Apply one coat of Dunn-Edwards primer or equal and two coats of Evershield Exterior Dunn-Edwards Flat Paint or equal.
- f) Remove damaged stucco and wire, attach new wire to patch area and apply scratch, brown and color coats. Feather patch into the surrounding surface. Match existing color as closely as possible.
- g) Historical houses may require installation of new fascia, eaves, rafter tails, siding, and other architectural elements. Replacement shall occur when repair is not feasible, per staff discretion. Match new architectural elements with existing.
- h) All exterior repairs on historical properties must be approved prior to commencing work. City staff has obtained approval of historic house modifications from the City's Cultural Heritage Board.

2. Interior finishes:

- a) Prep, patch, caulk, clean and apply two coats of ENSO Interior Dunn-Edwards Semi-Gloss Paint or equal (prior approval of City required) on previously painted woodwork, doors and trim. Use ENSO Interior Dunn-Edwards Flat Paint on ceilings, except in bathroom and kitchen ceilings, use Semi-Gloss paint.
- b) Prep, patch, caulk, clean and apply two coats of ENSO Interior Dunn-Edwards Eggshell Paint or equal (prior approval of City required) on previously painted walls in living areas (e.g. living room, dining room, hallway). Use ENSO Interior Dunn-Edwards Flat Paint on ceilings, except in bathroom and kitchen ceilings, use Semi-Gloss paint.
- c) For the most part, light colors will be used for interior finishes on walls and ceilings. Some accents may be chosen at the discretion of the City.



- d) Prep, sand, patch, caulk, clean and apply two coats of ENSO Interior Dunn-Edwards Semi-Gloss paint or equal on previously painted trim, cabinetry and wood closets and doors.
- e) Apply one coat of Dunn-Edwards primer as needed per Dunn-Edwards' recommendation and guidelines for the various surface types.
- f) Apply wood stains and finishes (e.g. varnish, shellac) as recommended by Dunn-Edwards or equal manufacturer.

3. Drywall:

- a) All new drywall shall be mold resistant:

4. General (Paint):

- a) Paint Colors:
 - i) Interior Walls: Dunn Edwards Dry Dune # DE6114
 - ii) Interior Trim: Dunn Edwards White #DEW380
 - iii) Exterior Walls and Trim to match existing, unless otherwise specified by Staff.
- b) All paint shall be no VOC.
- c) Repair and caulk voids, cracks, holes, damaged walls to prevent water infiltration and to achieve an acceptable finish to apply primer and paint. Use wire brush or paint scraper to remove loose paint.
- d) Remove nails, abandoned cabling, wires, screws and other items from walls, cabinets, closets, ceilings and exterior architectural elements as part of paint prep work. Patch and sand as needed.
- e) Fill cracks and large holes with flexible patching materials.
- f) Prime any areas that have been exposed, areas where paint has worn thin, or is peeled or blistered. Allow all areas to dry thoroughly – one or two days may be necessary, depending on the primer used.
- g) Protect roofing materials, brickwork, trees, plants, fixtures, hardware, outlets and architectural elements and nearby cars from over spraying and paint drips/spots. Use plastic, canvas, means and materials to protect any areas from over spraying and painting.
- h) Use rollers and brushes to apply primer on exterior wood siding, eaves and woodwork. Spray is permitted provided sufficient coverage is applied per industry standards.
- i) Mix paint to avoid slight color differences.
- j) Refer to *dunnedwards.com* website for additional painting guidelines.
- k) Contractors are responsible to handle lead-based paint as required by local, state and federal codes and regulations.
- l) Contractors who do not adhere to the paint specifications will be asked to repaint affected areas at contractor's sole responsibility and cost.
- m) A City representative must approved colors and any material substitutions in writing prior to contractor ordering and applying any materials.
- n) If there is loose paint because the contractor has not prepared the surfaces per industry standards and in compliance with pertinent codes, the contractor shall be required to repaint affected areas.
- o) Do not paint weather stripping, hardware, glazing, rock, brick, tile and other items not previously painted.



- p) Cut and remove excess new and old paint from glass areas and along window/door glazing. Cut with sharp edge to remove old and new paint to achieve straight, neat and uniform appearance.
- q) Remove all wallpaper.

CARPETING

1. New Carpet shall be FHA certified, Aladdin by Mohawk, Style 1D65 Stealth light brown in color (No. 828 Crisp Khaki, No. 823 Rodeo or similar) or equivalent with 6-pound half-inch (1/2") padding.
2. Carpet colors shall be approved in writing by City staff before ordering and installing.
3. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips & mending tape to cover entire floor including closets. Use same carpet in all locations specified.
4. Install baseboards and shoe as required in bid request documents and per industry standards. Colors and type shall be approved in writing by City staff.
5. Prepare/repair floor as necessary to provide sound, smooth, level substrate for finish flooring.

TILE

1. Tile workmanship and materials shall comply with the Tile Institute of America standards.
2. Tile and grout colors shall be approved by a City representative in writing.
3. Contractors will be required to repair certain tile areas to match existing whenever feasible. If contractor is unable to match existing, contractor shall notify City representative for the installation of alternate materials, such as tile, laminates or linoleum, to achieve an aesthetically pleasing condition as approved by a City representative.
4. All grout shall be sealed.

FLOORING

1. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished. Counter sink all nails and fill holes. Drum sand and edge floor finishing with 120 grit sandpaper. Vacuum and tack rag room. Apply a coat of Minwax Water Based Polyurethane Base Coat followed by 3 coats of Minwax Water-Based Polyurethane for Floors, or equal.
2. When specified: Use Armstrong "Memories" Vinyl Sheet Flooring (ToughGuard), minimum 15 year warranty. Overall thickness: .065"; Roll Widths: 6' and 12' wide; Adhesive: S-235, S-254 or S-224; Seam Sealer: S-564; Seam alignment: Do not reverse; Perimeter bound or full spread. Flooring shall be installed with a minimum of seams and a seam sealer shall be used on all seams.
3. Linoleum styles and colors shall be approved in writing by City staff prior to purchasing and installation.
4. Prepare/repair floor as necessary to provide sound, smooth, level substrate for finish flooring.
5. When specified: Repair wood floors per industry standards, codes and regulations. Wood finish color shall be approved in writing by City staff.
6. When specified: Insulate under floor areas with a minimum of R-19.



CABINETRY

1. Refresh finish all stained and varnish doors, cabinets and trim as necessary. Use Dunn-Edwards stains or varnish or equal as recommended by manufacturer. Color to match existing.
2. Kitchen cabinetry layout shall be approved by City representative prior to ordering and installation. In most cases, a drawing showing the configuration of the kitchen cabinet will be provided as part of bid package.
3. Materials, styles and colors shall be approved by City representative prior to ordering and installation.

WINDOWS

1. When window replacement is noted: Provide retrofit and replacement white Jeld-Wen 600 or Milgard vinyl windows, Energy Star qualified, with dual pane and low e-coating or equal window types.
2. Historical finish wood windows may be required as called out in the scope of work. These will be special ordered. Contractors are required to order wood windows ahead of schedule to ensure timely delivery and completion of the work. Historical windows and doors shall match existing, or as specified in the Scope of Work. **DO NOT PAINT WEATHER STRIPPING OF WOOD WINDOWS.**
3. Windows shall comply with energy efficiency and weather protection requirements per industry standards and codes.
4. Contractor shall match existing window types and light configuration when feasible. Windows such as sliders single and double hung are commonly found in the residential properties. However, contractors shall adhere to the requirements of the bid request documents.
5. Provide window screens on all windows and sliding doors.
6. When specified: Provide film on existing windows to cover entire window glass opening with 3M Sun Control Window Film Affinity 15 or equal.

DOORS

1. Exterior Doors
 - a) Use Energy Star qualified Therma-Tru fiberglass or Jeld-Wen steel doors, or equal. Style and colors shall be approved in writing by City staff before purchasing and installation.
 - b) Use Satin Nickel hardware (hinges, door knobs, locks) or equal
 - c) Exterior doors will be solid, weather-stripped and will operate smoothly. Include a peep site, a dead bolt and an entrance lock set.
 - d) Exterior doors will be weather-stripped to be air tight.
 - e) Use doors stops at all locations. Satin Nickel finish.
 - f) Frame doors with WM-351/WM-356 casing.
 - g) Install door sills for all new doors.
 - h) Prep and paint doors per Dunn-Edwards materials and recommendations or equal.



- i) When replacement of front doors on historical homes is required, door must be period appropriate and approved by NSP Staff, prior to ordering and installation.
2. Interior Doors
 - a) Use hollow-core, pressed-wood product consistent with the style of existing doors.
 - b) Masonite pre-hung or slab textured 6-panel hollow interior doors with molded slab (door skin), shall be used when replacing all of the interior doors or as directed.
 - c) Use Satin Nickel hardware (hinges, door knobs, locks)
 - d) Use privacy locks on all bedroom and bathroom doors.
 - e) Use doors stops at all locations. Satin Nickel finish.
 - f) Frame doors with WM-351/WM-356 casing.
 - g) Prep and paint doors per Dunn-Edwards materials and recommendations or equal. Colors shall be approved by City staff.

GARAGE DOORS

1. When specified: Use Basic Martin Garage Doors with windows, hardware and spring system or equal. 26 gauge steel, long panel, non-insulated.
 - a) Long panel only, white mist in color or as otherwise approved.
 - b) 10 year limited manufacturer's warranty.
2. When specified: Use Chamberlain screw drive garage door opener – ½ HP automatic garage openers (model # PD432D) or equal. Provide at least two remote control transmitters and install a multi-function control panel.
3. Historic houses will call for the installation of special garage doors to match historical context of residence and neighborhood shall be approved by NSP Staff, prior to ordering and installation.

ROOFING

1. When specified: Use a 30-year warranty composition shingles (GAF-ELK) or equal. (Roofing shall comply with the requirements of the Energy Code and shall be an approved cool roof product or shall comply with one of the exceptions.)
2. Low-sloped roofing may be either 3-ply, hot built-up or EPDM.
3. Remove all unused vents (i.e. relocated water heaters and wall heaters) whenever roofing is replaced.
4. Unused chimneys will be removed whenever roofing is replaced.
5. Unsound chimneys will be reported to NSP Staff.
6. Replace rotted sheathing as necessary to match existing.
7. Install 15/32" CDX or OSB over spaced sheathing. (Radiant barrier may be required.)
8. Use weather protection materials such as drip edge, roof paper, caulking, flashing, etcetera for a complete roofing system.
9. Use matching roofing materials on repairs.
10. Repair or replace damaged and deteriorated soffits, fascia, under-eaves and sheathing.
11. Repair or replace rotted wood members.
12. Install new roofing hardware such as vent stacks; paint to match color of roofing as close as possible for all reroofs and repairs.



13. When specified: Insulate attic to a minimum of R-30. Install blow in borax treated (no ammonium sulfate permitted), cellulose insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials.

MECHANICAL

1. When specified: Use HVAC system 14 SEER (minimum) with return air filter grille and MERV 6 air filter. Carrier Comfort Series system or equal is an acceptable HVAC system for the program. Use the Air Conditioning Contractors of America (ACCA) 8th Edition of their Manual J Heat loss calculation tool <http://www.acca.org/tech/manualj/> (calculate manual J based on the post rehab building envelope), and use ACCA's Manual S for equipment selection. Size furnace to the living unit considering any areas which may be added or subtracted from the plan.
2. The furnace shall not use conditioned air for combustion air.
3. Contractors are required to install a design-build central HVAC system (controls, sensors, ducts, vents, covers, electrical, plumbing, and so forth). Contractor shall install an energy efficient and properly sized system. It is recommended that the contractor hire a mechanical engineering consultant for the proper design of the HVAC system as necessary. Provide a minimum of one vent/register in all habitable rooms. Each building HVAC system shall be designed depending on the residential unit size, existing conditions, codes, regulations, and so forth.
4. Re-work cold air return if necessary to ensure easy access, good fit & easy replacement of air filter from inside the dwelling.
5. Provide attic access, passageways and working platforms for all equipment installed in the attic.
6. Duct testing is required when new or replacement: ducts, cooling coil, furnace or condenser are installed. HEERS testing is required: duct testing and refrigerant charge verification Minimum gas furnace efficiency shall be 78%.
7. Use Energy Star rated equipment.
8. Condenser shall be ground mounted on approved pad, hidden from public right-of-way view.
9. When specified: Replace/Install exhaust fans in bathrooms; minimum 80 cfm, at least 5 air changes per hour and rated 0.8 sone or less (Nutone QTN80E or equal) , vent to the outside of the building through a backdraft damper.
10. When specified: Install 4" rigid galvanized duct from the specified dryer location to a 4" wall mounted dryer vent hood with a back-flow preventer and NO screening. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Seal all seams in the system with duct mastic or foil tape, not duct tape. Secure duct and hood to framing.
11. When specified, install whole house fan (Airscape 1.0 WHF or 1.7 WHF), sized appropriately.

ELECTRICAL, LIGHTING & SMOKE DETECTORS

1. Remove/replace hazardous and non-permitted electrical wiring and connections.



2. Matching colors are required for existing switches, outlets and covers. Unless matching is required use white colored switches, outlets and cover plates throughout the house and accessory structures.
3. Install GFCI protected outlets at all potential wet locations (e.g. kitchen counter, bathroom, sink, garage and exterior).
4. All existing (ungrounded) outlets shall comply with Article 250.130(c) and/or 406.3 (c).
5. Replace missing, damaged or inoperative light fixtures with new high efficacy luminaries such as electronic ballast fluorescent fixtures. All new light fixtures will be ENERGY STAR labeled. Standard fixtures: ceiling – 2-Light Flush-Mount; bathroom wall fixture – 3 or 4-light vanity; standard kitchen – 4-light flush mount; *outdoor – 1-light wall mount*.
6. Install new smoke alarms (detectors):
 - a) In each bedroom, a minimum of 3-feet from fans, or AC vents and 12-inches from walls or corners.
 - b) On the ceiling or wall of the hallway outside of each separate sleeping area.
 - c) Install all required electrical so that the smoke alarms (detectors) shall receive their primary power from the building wiring and shall be equipped with a battery backup. The smoke alarms (detectors) shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms.
 - d) At least one of the smoke alarms shall be a combination smoke and carbon monoxide alarm (Kidde model # KN-COSM-IB or equal); preferred location is to be located in the hallway.
7. Install new circuit and outlets for the added counter space in kitchen
8. Install required electrical for new HVAC equipment
9. Install new circuit and outlet for all dishwashers when not previously installed.
10. Install new circuit and outlet for all microwaves when not previously installed.
11. Install new circuit, switch and outlet for garage disposal when not previously installed.
12. When specified: Replace existing electrical service with a residential, 100-amp service, main disconnect, 110/220-volt, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.
13. Identify and label all breakers.
14. Existing electrical panels must be certified to be operational safe by a **certified** electrician.
15. **Provide electrical certification in warranty package.**
16. When specified: Install Hampton Bay, Farmington 52” ceiling fan, Home Depot SKU 176 925, brushed nickel finish, energy star rated low profile/hugger ceiling fan with Energy Star Ceiling Fan Light Kit or equal. Ceiling fans shall be supported independently of the outlet box or install listed outlet box identified for the use.

PLUMBING

1. When specified: Replace toilets with new HET 1.3gpf with elongated bowl and chair height. Install a close coupled, white, vitreous china commode such as an American Standard FloWise Compact Cadet 3 EL 2403.128, or any commode tested through the latest "Maximum Performance" (MaP) testing sponsored by Canadian Water and Wastewater Association (CWWA), the California Urban Water Conservation Council (CUWCC), the U.S.-Canadian Alliance for Water Efficiency (AWE) and Veritec Consulting Inc. that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste



removed in a single flush). See the following link for the January 2008 report.

http://www.a4we.org/uploadedFiles/Resource_Center/Library/products/MaP/MaP_15/Single-Flush-HETs-10-20-2009.pdf Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

2. Install backflow devices on all exterior faucets.
3. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced.
4. When specified: Standard tank hot water heaters shall be relocated outside when currently located indoors. Install within an enclosure to be painted same exterior field color as house. If standard tank hot water heater is to be replaced with a tankless model, tankless model may remain indoors, direct vent required when installed indoors.
5. When specified: Replace existing water heater with a new GE mod # GG40T06TXK00 or a new Bradford U44T6FRN or equal; include new gas & water flex lines, new ball valve shut offs for gas & water, new B vent thru the roof, combustion air vents and seismic straps
6. When specified: Install a Tankless hot water heater with an energy factor of 0.90 or higher (Electric may only be installed when natural gas is not available at the property.) (Modifications are usually required for the water piping, gas piping, venting, and combustion air.)
7. Provide attic access, passageways and working platforms for all equipment installed in the attic.
8. A listed airgap shall be installed for all new dishwashers.
9. Replace all missing hose bibs.
10. When specified: Replace all drains on bathroom and kitchen sinks.
11. When specified: Install a stainless steel Moen Excalibur Double Bowl Kitchen Sink model # 22867, or equal. Install an American Standard Single Control Kitchen Faucet with Deck Spray or equal.
12. New valves shall be ball valve type when ever possible.

FENCING

1. The program intends to get rid of chain-link fencing to eliminate an unsightly condition in the front yard or areas visible from the street. City staff will consider the replacement of chain-link fence with wrought iron, wooden or vinyl fencing. In most instances, no front yard fencing will be required.
2. Wrought iron fencing shall include:
 - a) 3 to 6-foot fence; 2" X 2" railing and cap and 1" X 1" pickets steel panels with 3" X 3" steel posts; painted with one coat of primer and two coats of black paint or as approved by the City representative. 6-foot fencing is only allowed in rear and side setbacks.
 - b) Rolling gates with hardware, closing and locking mechanism in the front setback on the driveway (4-foot maximum height)
 - c) Man gates shall be 4-foot wide.
 - d) Perforated metal sheet shall be installed to screen rear yard.
 - e) Steel gage shall be medium gage for residential use.
3. Fences and gates shall be adjacent to but not attached to house or garage.



4. Dog-eared, 6-foot redwood or cedar fence with steel posts buried 24 inches deep with concrete mortar.
5. 3 to 4-foot picket fence with 8-foot wide panels and 4" X 4" posts with cap; white primed and painted and 4-foot wide picket gate with closing and locking mechanism.
6. All gates shall swing inward towards the property; not over the public right-of-way.
7. Pool gates shall swing outwards and shall contain self-closing and self-latching mechanism.

NOTE: Do not install fencing higher than approved height per Planning Department and zoning codes.

LANDSCAPING AND AUTOMATIC IRRIGATION SYSTEM

1. Residential home irrigation products shall be Toro Products:
2. Irrigation pop-ups are to include:
 - a) 4" pop-ups with a swing-joint for all lawn areas 570Z series with Precision Series spray nozzles
 - b) 4" popup bubblers for all trees in grass areas.
3. Irrigation controller (Timer): A Toro ECTRA 6 Zone timer or a Irritrol RD600 with wired rain sensor Model #53766 or equal (**Install irrigation controller/timer in the garage**). Label/identify all zones/stations.
4. Drip system: Toro drip system with drip valve, tube (1/2" blank tubing), and emitters shall be used in all planter areas. (Lawns and planters shall be served by separate sprinkler valves.)
5. Irrigation lines shall be installed at least 12" deep from finish fine grade
6. Irrigation control valves shall be located in a non-conspicuous area as determined by NSP staff. Piping to the irrigation valves shall be not less than schedule 40 PVC.
7. Contractor to provide a ball valve for all mainline to irrigation line connections. Ensure valve is within a round valve box with lid.
8. All new piping, irrigation lines, valves and graded areas shall be compacted to prevent any soils subsidence.
9. Contractors are responsible to remove and dispose of excess vegetation, rocks, and debris and to complete the required grading and installation of soil amendments and weed control materials.
10. Contractors are responsible to design-build the irrigation system. Irrigation system, valves and spray heads shall cover 100% of irrigated landscape areas in the most water efficient and effective manner for the proper and healthy growth of all plants, trees and shrubs.
11. Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, grinding of the stump to 12 inches below the finished grade, installation of topsoil and re-seeding.
12. Residential planter areas include:
 - a) Amended soil conditions 4 to 6 inch depth
 - b) 1 gallon shrubs and perennials as specified in Scope of Work or the attached landscape plan.
 - c) Drip irrigation.
 - d) 3" depth mulch (Gorilla Mulch or equal) over landscape fabric/weed barrier.
13. Trees shall be 5 gallon in size for fast growing specimens
14. All trees shall be double-staked with 2" diameter wood poles with 2 VIT cinch ties.



15. All trees installed in lawn areas shall have a minimum 18 inch mulch ring over landscape fabric.
16. Amend all soil 4 to 6 inches deep prior to installing sod, hydraseeding, or seeding lawn areas.
17. Importation of extra dirt shall be the responsibility of the contractor to balance the yard/site for the proper drainage of yards and landscaped areas. Irrigation and rain water shall drain away from the house and accessory structures and to the public right-of-way.

APPLIANCES

1. Contractors shall be responsible for the proper connection and functionality of all appliances required to be installed. This work also entails any and all electrical and plumbing work to ensure appliances are working properly and meet code requirements.
2. When specified, install the following appliances:
 - a) Dishwasher (GE GSD2100RWW)
 - b) 4-burner stove oven combo (GE JGBS07DEMWW - 30")
 - c) ½ hp garbage disposal (Insinkerator 684NT)
 - d) Refrigerator (GE GTH18ECTWW, 28" wide; (GE GTH21KCXWW 32.75" wide)
 - e) Range hood (Nutone Allure WS130WW)
 - f) Over-the-range microwave (exhaust fan combination) (GE JVM1540PWW)
 - g) GE WBVH5300KWW washer & DBVH520GJWW dryer or equal.
3. All new kitchen and laundry appliances shall be the same color to match existing; **they shall be white in color when all are new**, unless otherwise specified in the Scope of Work.
4. Over-the-range microwaves shall be vented to the outside with a smooth lined duct and shall have a back draft damper installed.
5. All appliances must be energy star rated.
6. Contractors may request substitutions after bid award for written City staff approval.
7. When specified: Install Airspace Whole House Fan 1.0 WHF, or 1.7 WHF, sized appropriately.

CLEANING

1. Contractor shall clean yards, flooring, walls, ceilings, doors, windows, appliances, cabinets, bathrooms, light fixtures, chimney, light fixtures, fencing, closets, carpet, cove base and other interior and exterior elements of the house before final inspection.
2. Power-wash interior garage concrete floor, driveway and concrete walkways and landings throughout the property. Remove any dirt, stains, oil, paint drops and over spray.
3. Clean all glass, mirrors and tile and leave in spotless condition. All grout must be cleaned and sealed.

PERMITS

1. Contractor shall be responsible to obtain all required permits, including but not limited to, demolition, framing, plumbing, electrical, roofing, sheathing, drywall, HVAC, concrete, structural and so forth.
2. During the bid process, contractors will not know the amount to set aside to pay for Building Department permits. To alleviate this, Contractors shall **not** include in bid proposal a cost for



a building permit. Contractor shall contact the Project Manager to receive a funds transfer to pay for City of Riverside permits.

3. Any and all permits from other Public Agencies (AQMD, The Gas Company) such as hazardous abatement and utilities improvements shall be the sole responsibility of the contractor. **Costs associated with these permits shall be part of the bid proposal. No reimbursements will be processed, other than for City of Riverside Permit(s).**

GENERAL

1. All work and documentation shall be in conformance with all current applicable City of Riverside, state and federal codes, regulations, guidelines and requirements. Contractor is required to be familiar with such requirements before bidding work. By submitting a bid to perform Scope of Work under the program, the public agency will consider the contractor agrees with the requirements of the NSP/TOO Program.
2. The contractor shall be responsible for obtaining/coordinating and paying for all necessary applications, permits, and inspections before commencing any work and for the full completion of the scope of work. **Contractor shall contact the Project Manager to receive a funds transfer to pay for City of Riverside permits.**
3. Unless otherwise noted in the contract specifications and plans, the contractor shall obtain City staff **written approval** on materials and color selections before purchasing and installation of any materials, equipment, fixtures and appliances.
4. **All changes and or modifications to the scope of work must be approved in writing.**
5. Contractor shall test all mechanical, electrical, plumbing systems and appliances, within 10 days of the notice to proceed. The contractor shall be responsible for all mechanical, electrical, plumbing and appliance repairs not identified in writing within 14 days of the notice to proceed.
6. All hardware and fixtures to match existing, unless noted. If no existing hardware, all hardware shall be brushed nickel finish (i.e., cabinets, doors, baths, lighting, closets, etc.)
7. Install 4 to 6" high Arial font address numbers to the building near the front door and paint the address numbers in black with white background on the curb.
8. Contractor shall be required to paint over any graffiti on the property on a daily basis during construction.
9. At completion of project, the contractor is required to provide a three-ring binder with all warranties and a homeowner's manual for the new equipment installed in the house.
10. All existing cabinets must be cleaned, repair/replace shelves as necessary. Ensure all closet and cabinet doors are in good working condition and working properly. Replace all hardware with new Satin Nickel finish.
11. Repair/replace damaged and missing baseboards and shoe to match existing.
Install access doors and screens on crawl space openings. (Screens to be 1/8 to 1/4 inch mesh)



This is a SAMPLE of a typical property specific scope of work.

Bid Proposal City of Riverside NSP/TOO Program Property Rehabilitation of at 1234 Sample St Sample Scope of Work

A. GENERAL SCOPE

1. Abate lead-containing coatings and materials in compliance with City of Riverside, State of California and federal codes and regulation and appropriate portions of 24 CFR 35 Lead-based Paint Poisoning Prevention which can be found at <http://www.hud.gov/offices/lead/library/enforcement/LSHRFinal21June04.pdf>

(Report dated August 3, 2011 from Team, Inc. indicated kitchen counter tiles contain lead and no lead based paint found.)

2. All mold identified located during the rehab process shall be remediated by the contractor using the proper mold remediation, cleanup and abatement procedures. Porous materials such as ceiling tiles, insulation and wallboard with more than a small area of contamination shall be removed and discarded. Remediation of mold shall comply with EPA's standards for Mold Remediation in Schools and Commercial Buildings which can be found at <http://www.epa.gov/mold> and City of Riverside, state of California and federal codes and regulations.

3. Refer to Asbestos Inspection Reports. Contractor is to abate, encapsulate or repair areas where asbestos-containing materials exist in accordance with City of Riverside, State of California and federal codes, regulations, guidelines and specifications.

(Report dated August 3, 2011 from Team, Inc. indicated roof mastic and transite vent pipe – remove as part of scope of work.)

Clearances to be provided and a copy placed in warranty binder.

4. Contractor is to complete termite repairs and treatment (*to include enclosed fumigation*) pursuant to property termite report enclosed in bid documents. Enclosed fumigation is **required** by the City Of Riverside.

(Report dated 08/08/2011 from Bugs Termite.)

Clearances from a licensed termite company shall be provided and a copy placed in warranty binder.

5. Contractor shall test all mechanical, electrical, plumbing systems and appliances, within 10 days of the notice to proceed. (Items must be approved prior to repairs.)

6. Contractor is to perform a final clean up: includes cleaning of all fixtures, appliances, floors, windows, doors and carpets. Tile and grout must be cleaned and sealed.



7. At completion of project the contractor is required to provide a binder with all warranties and necessary clearances (e.g. mold, lead, termite) and a homeowner's manual for the new equipment installed in the house.
8. Once rehab is complete the contractor shall replace all exterior locksets, with each dwelling keyed alike. Provide 3 sets of keys for the property to staff at final job walk.

B. EXTERIOR

i) HOUSE

1. Inspect and verify all roofing, windows, doors, and other openings/penetrations for thermal and moisture protection. Complete thermal and moisture protection improvements as needed, including weather strips, sealants, and so forth.
2. Repair/replace damaged frame work as indicated in termite report and anywhere necessary (not otherwise identified in report).
3. Contractor shall inspect structures to ensure any and all damaged frame work be part of bid cost proposal. This includes inspection of crawl space, attic and accessible structural members. If additional damage is found, notify NSP staff prior to beginning work.
4. Remove window and door security boards and repair/patch holes.
5. Verify all roof, window, door, and other penetrations for thermal and moisture protection.
6. Removed all unused lockboxes.
7. Replace foundation access doors and vents that are damaged/broken/missing.
8. Remove antennas and all accessible abandoned cable and communications wiring.
9. Remove screen doors.
10. Replace wall & window trim, for wall with stained glass window.
11. Replace front bedroom, bathroom and den windows with dual glazed low-e retrofit windows with matching screens – match existing style and lite configuration. Use Milguard Ultra Series Fiberglass Windows.
12. Replace front nook window with a 5'0" x 4'0" casement windows and patch wall. Use Milguard Ultra Series Fiberglass Windows.
13. Trim out rear bedroom windows.
14. Repair front door, jamb, stucco mold, threshold and weather strip.
15. Replace rear door and repair/replace/install jamb, stucco mold, threshold and weather strip (Use fiberglass or steel clad vent-lite entry door.)
16. Patch and repair the exterior walls and stucco.
17. Paint the exterior of the building with the appropriate paint. [Stucco: Distant Haze DE6282. Wood siding: Fresh Sod DEC5655. Trim and doors: Swiss Coffee: DEW341.]



18. Paint kitchen stoop/landing gray.
19. Install new address numbers near front door.
20. Install a dead bolt on the rear door.
21. Replace mailbox: Gibraltar Mailboxes Designer Lockable Wall Mount Mailbox, Model # DVKW0000, Internet # 100309186, Home Depot SKU # 543707.
22. Obtain the final inspection approval for the room addition (pantry & nook extension), permit # 11-2023.

ii) ROOF

1. Repair/replace damaged and deteriorated soffits, fascia, under-eaves and sheathing.
2. Remove existing roofing.
3. Install new architectural shingles GAF Timberline HD, color - Cool Antique Slate, Composition Shingle with a 30 Year Warranty or equal over two layers of underlayment.
4. Replace turbine vents with three 24 inch x 12 inch galvanized half round roof dormers.
5. Remove unused mechanical and unused water heater vents.
6. Install new roofing hardware (drip edge, roof jacks, flashing, etc) as needed.
7. Paint roof hardware, vents, etc. to match color of roofing.
8. Clean existing attic screens. Repair or replace damaged screens covered with corrosion-resistant hardware cloth openings shall be a minimum of 1/8 inch and shall not exceed ¼ inch.

iii) LANDSCAPE

1. Install a new water wise irrigation system. Utilize Toro sprinklers with precision series nozzles for all lawn areas. Utilize drip irrigation in all planter areas. The irrigation system shall be appropriate to the vegetation. Sprinkler timer to be installed in the garage.
2. Remove dead trees and trim existing.
3. Trim palm trees in front yard.
4. Remove tree in rear yard adjacent to the rear fence.
5. Remove trees and bushes adjacent to the garage.
6. Remove all tree stumps completely and replace soil and compact to its natural grade for proper landscape improvement.
7. Remove all dead vegetation and trim existing.
8. Maintain/protect front yard lawn areas.



9. Get rid of weeds and unwanted grasses.
10. Remove all debris, loose large rocks and broken or loose concrete from the property.
11. Install weed control cloth in planter areas. Install mulch in planters that is at least 3" deep; grade soil as necessary.
12. Install all plants and elements per the landscaping plan.
13. Install sod in front yard per landscape plan.
14. Install drought-resistant plants no more than 12" apart (spacing) in all front and side yard planters.
15. Remove and replace north side yard return wood fence with new 6ft wood fence with PostMaster steel posts.
16. Repair south side yard return wood fence/gate.
17. Remove and replace the rear wood fence with a new 6ft tall, 1-3/4" spaced, shadowbox wood fence with PostMaster steel posts.

C. INTERIOR HOUSE

1. Repair all wall and ceiling damage as necessary. Replace drywall if needed.
2. Remove and replace all water damaged insulation, plaster and drywall.
3. Remove all wallpaper.
4. Clean, prep and paint all interior walls. Wall colors to be comparable to Dunn Edwards DE6114 "Dry Dune" (living spaces – eggshell; kitchen and bathrooms – semi-gloss)
5. Clean, prep and paint ceilings "White" semi-gloss in kitchen and bathrooms and flat in other living areas.
6. Clean, prep and paint all previously painted trim & doors; paint to be comparable to Dunn Edwards DEW380 "White" semi-gloss.
7. Install/replace all doors and hardware. Repair or replace door jambs and trim as necessary.
8. Install door stops on all doors.
9. Replace missing closet doors.
10. Repair/replace all missing or damaged closet poles and shelves.
11. All cabinets must be cleaned, repair/replace shelves as necessary. Ensure all closet and cabinet doors are in good function properly and are in good condition. Clean, prep and paint all previously painted cabinets.
12. Replace hallway cabinet handles.
13. Repair/replace damaged and missing baseboards & shoe to match existing.



14. Prepare floor as necessary to provide sound, smooth, level substrate for finish flooring. Notify NSP staff if subfloor is damaged.
15. Install carpet in entry, hallway, bedrooms, living room and dining room.
16. Install new vinyl sheet flooring in kitchen, pantry, nook and bathroom. (Armstrong Memories River Bed – Rainbow Mist X6523 [brown/gray slate look])

i) KITCHEN

1. Remove all cabinets and install with new Cognac maple or Merlot birch cabinets.
2. Install new laminate counter tops, stainless sink & faucet. (Wilsonart Laminate Milano Rosso [brown/black/gray granite look]) <http://samples.wilsonart.com/p-485-milano-rosso-4891-52.aspx>.
3. Modify gas line so that stove is flush with the wall.
4. Install the following appliances: 4 burner stove oven combo, over-the-range microwave and exhaust fan combination, dishwasher, and garbage disposal.
5. Replace damaged sub-flooring at dishwasher.
6. Repair/replace floor sheathing.
7. Remove tile backsplashes and repair walls.

ii) ENTRY HALL

1. Replace damaged casings/trim.
2. Convert doorways to cased openings for: kitchen-entry hall and entry hall-main hallway.

iii) NOOK

1. Paint the cabinets and replace the handles.

iv) PANTRY

1. Install a new raised floor, level with the floor in the nook; use pressure treated joists and sills.

v) BATHROOM

1. Install: a new towel bar for the lavatory, a new towel bar for the tub/shower, toilet paper holder, mirror above the lavatory (full width), etc.
2. Replace all bathroom fixtures: toilet, tub/shower, lavatory, faucets, valves, etc.

vi) ELECTRICAL

1. Install new 100 amp electric service.
2. Remove all hazardous wiring.
3. Remove all accessible abandoned electrical and communications wiring.



4. Rewire the entire residence.
5. Rewire the entire garage.
6. All new 120v, 15 and 20 ampere branch circuits supplying install in dwelling family rooms, dining rooms, parlors, libraries, dens bedrooms, sunrooms, rec rooms, closets, hallways, or similar rooms or areas shall be protected by a listed arc-fault circuit interrupter, combination type, install to provide protection of the branch circuit. (i.e. AFCI breakers for all 15 or 20 amp circuits that are not GFCI protected) [*Note new code requirement: (210.12)*]
7. Replace damaged switches, outlets, and cover plates.
8. All new 15 and 20 ampere receptacles shall be listed tamper-resistant receptacles. [*Note new code requirement: (406.11) Dwellings*]
9. Ensure that all potential wet locations (e.g. kitchen counter, bathroom, sink, garage and exterior) outlets are GFCI protected.
10. Add additional light in the kitchen.
11. Remove ceiling fans from bedrooms and replace light fixtures with new high efficacy luminaires such as electronic ballast fluorescent fixtures.
12. Replace all light fixtures with new high efficacy luminaires such as electronic ballast fluorescent fixtures.
13. Remove the existing ceiling light fixture/fan in nook and dining room. Replace with Hampton Bay, Farmington 52" ceiling fan SKU 176 925, brushed nickel finish, energy star rated low profile/hugger ceiling fan with Energy Star Ceiling Fan Light Kit or equal. Ceiling fans shall be supported independently of the outlet box or install listed outlet box identified for the use.
14. Repair or install phone (wire and modular jack) to the master bedroom and the living room or kitchen.
15. New Smoke alarms (detectors) shall be installed:
 - In each bedroom.
 - On the ceiling or wall of the hallway outside of each separate sleeping area.
 - Install all required electrical so that the smoke alarms (detectors) and carbon monoxide alarms shall receive their primary power from the building wiring and shall be equipped with a battery backup. The smoke alarms (detectors) and carbon monoxide alarm shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms.
 - On the ceiling or wall of the hallway outside of each separate sleeping area and on every level of the dwelling the smoke alarms shall be a combination smoke and carbon monoxide alarm (Kidde model # KN-COSM-IB or equal).
 - NSP/TOO requires new alarms be installed in all dwellings.
16. Identify and label all breakers.



17. Install electrical for new HVAC equipment.
18. Install electrical for the laundry in the garage.

vii) MECHANICAL

1. Remove existing floor/wall heater, remove grills, vents, roof jacks, seal and fire block the top plate and repair damaged drywall/plaster.
2. Remove existing attic fan and controller, repair damaged drywall/plaster.
3. Install new HVAC System, minimum of 14 SEER, condenser to be hidden from street view. Provide attic access, passageways and working platforms for all equipment installed in the attic. Return air grill with accessible MERV 6 filter; condensate drain to fixture tailpiece when possible. Staff to approve location of condenser prior to installation. HEERS testing is required: duct testing and refrigerant charge verification. Design-build new HVAC system ensuring that all rooms are properly ventilated. HVAC design must comply with current codes and industry standards.
4. Install a new exhaust fan in the bathroom; minimum 80 cfm, at least 5 air changes per hour and rated 0.8 sone or less (Nutone QTN80E), vent to the outside of the building through a backdraft damper.
5. Install new dryer vent for the laundry in the garage.

viii) PLUMBING

1. Snake all drain lines and main building sewer line.
2. Replace all bathroom fixtures: toilet, tub/shower, valves, lavatory, faucets, etc.
3. Install new ball valve angle stops, flexible braided supply lines, and p-traps for all new or replacement fixtures/appliances.
4. Replace toilets with HET toilets (1.3gpf or less).
5. Replace existing potable water piping system. Install a ball valve shut-off and a pressure regulator.
6. Install new water lines to laundry in the garage.
7. Install a new ¾" gas line from the gas meter to the laundry in the garage.
8. Perform a gas line air test for the residence/garage and obtain Building Dept. inspection approval.
9. Install backflow devices on all exterior faucets.
10. Install at least one hose bib at the front and rear of the house.
11. Replace existing water heater with new water heater; include new gas & water flex lines, new ball valve shut offs for gas & water, new venting, new combustion air vents and seismic straps

D. GARAGE



1. Remove the exposed insulation.
2. Remove and replace overhead door and hardware.
3. Repair/replace damaged and deteriorated soffits, fascia, under-eaves and sheathing.
4. Remove existing roofing.
5. Install new architectural shingles GAF Timberline HD, color - Weathered Wood, Composition Shingle with a 30 Year Warranty or equal.
6. Remove existing dryer vent and install new vent near grade.
7. Patch and repair the exterior walls and stucco.
8. Paint the exterior of the building with the appropriate paint to match the house.

E. OWNERS OPTION

1. None.

NOTE: DO NOT SUBSTITUTE EQUIPMENT, APPLIANCES, MATERIALS AND SCOPE OF WORK WITHOUT PRIOR WRITTEN AUTHORIZATION FROM CITY STAFF. NON-AUTHORIZED SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING COSTS AND COMPENSATORY DELAYS IN FAVOR OF THE HOUSING AUTHORITY/CITY OF RIVERSIDE.