



REQUEST FOR PROPOSALS
for
Fresno Economic Opportunities Commission
2014 Sanctuary Youth Homeless Shelter
Bid Number: 62314

PROPOSAL DEADLINE
June 23, 2014
4:00 pm
Fresno EOC
Weatherization and Construction Division
1900 Mariposa Mall Suite 260
Fresno CA, 93721
559-263-1587

To obtain a copy of this RFP please visit Fresno EOC website www.fresnoeoc.org



SUBCONTRACTOR FOR SANCTUARY YOUTH HOMELESS SHELTER 2014

Issued By: Fresno Economic Opportunities Commission

Issuance Date: May 30, 2014

**Bid Walk: June 10, 2014 /3:00 p.m. – 4:00 p.m.
2332 Calaveras Street, Fresno CA**

Proposal Due: June 23, 2014

Fresno Economic Opportunities Commission (EOC) seeks a qualified general contractor to provide renovation services to the Fresno EOC Sanctuary Youth Shelter.

1a. Qualified respondents should review the attached specifications and submit one (1) unbound original, four (4) copies, and one (1) PDF formatted file of its proposal no later than 4:00 p.m. on June 23, 2014 to:

Fresno EOC
Weatherization and Construction Division
1900 Mariposa Mall Suite 260
Fresno CA, 93721

1b. Submit the PDF formatted file via e-mail to nathan.magsig@fresnoeoc.org or attach a CD with your hard copy proposals.

2. If you have any questions concerning the proposal submit them to Nathan Magsig at the above address or by email to nathan.magsig@fresnoeoc.org prior to June 18, 2014 at 4:00 pm.

Fresno EOC will post online all questions and responses received by the deadline date on the Fresno EOC homepage, www.fresnoeoc.org.

The specifications outlined in this notice will become an exhibit in any contract made pursuant thereto.

Fresno EOC is an equal opportunity and affirmative action employer. Women, minorities, and individuals with disabilities are encouraged to apply.



FRESNO EOC REQUEST FOR PROPOSALS

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I. BACKGROUND

In the [United States and its territories](#), **Community Action Agencies (CAA)** are local private and public non-profit organizations that carry out the **Community Action Program (CAP)**, which was founded by the 1964 [Economic Opportunity Act](#) to fight poverty by empowering the poor as part of the [War on Poverty](#).

CAAs are intended to promote [self-sufficiency](#), and they depend heavily on volunteer work, especially from the low-income community. The [Community Services Block Grant](#) (CSBG) is the agencies' core federal funding. Agencies also operate a variety of grants that come from federal, state and local sources. These grants vary widely among agencies, although most CAAs operate [Head Start](#) programs, which focus on early child development. Other programs frequently administered by Community Action Agencies include [Low-Income Home Energy Assistance](#) (LIHEAP) utility grants and [Weatherization Assistance Program](#) (WAP) funded through the [U.S. Department of Energy](#) (DOE).



Each CAA is governed by a board of directors consisting of at least one-third low-income community members, one-third public officials, and up to one-third private sector leaders. This board structure is defined by federal statute and is known as a tripartite board.^[1]

There are currently over 1,000 CAAs, engaged in a broad range of activities; typical activities include promoting citizen participation, providing utility bill assistance and home weatherization for low-income individuals, administration of [Head Start](#) pre-school programs, job training, operating [food pantries](#), and coordinating community initiatives.^[2]

II. PURPOSE

This Request For Proposals (RFP) will determine the most experienced, cost effective, and efficient general contractor to contract with Fresno Economic Opportunities Commission (Fresno EOC) to provide rehabilitation services to Sanctuary Youth Shelter, in accordance with the State of California prevailing wage law, EPA, CDPH, Local laws, and OSHA.

III. IMPLEMENTATION SCHEDULE

The general contractor shall provide sufficient staffing and be available as needed to complete the rehabilitation project of Sanctuary Youth Shelter by December 15, 2014.

Activity Completion Date

RFP Issued	May 30, 2014
RFP Submission Date	June 23, 2014
Contract Approval and Initiation of Work	July 1, 2014
Completion of contract and final audit due	December 10, 2014

IV. FRESNO EOC RESPONSIBILITIES

Fresno EOC staff will be available to coordinate activities with the Contractor. At a minimum, Fresno EOC staff will be doing quality assurance inspections of subcontractor work, assisting with and verifying all plans and permits are in accordance with City of Fresno and the State of California. Fresno EOC staff will be available for weekly meetings with the Contractor to review progress, discuss issues and coordinate activities.

V. CONTRACTOR RESPONSIBILITIES

The selected Contractor should prepare the proposal with the assumption that it will have primary responsibilities for coordinating subcontractors, pulling permits, and coordinating with local agencies for trade inspections. This is a State prevailing wage job. The selected contractor



should request current prevailing wage rates from the State Department of Industrial Relations (DIR). State prevailing wage ranges can be found at <http://www.dir.ca.gov/dlsr/pwd>. Certified payroll will be required. The contractor will erect informational signage in front of the building's entrance at the time of contract execution. Time is of the essence and there are no penalties for early completion of the renovation project. December 10, 2014 is a hard deadline for this project so there is no flexibility for extensions. This is a design build project so the selected contractor will be responsible for developing plans to be submitted to the city of Fresno for plan check. Evidence of a Bid Bond is required for this proposal. Contractor must be eligible to perform state and federal work. The selected contractor will be required to sign Fresno EOC's subcontractor agreement which will use the A.I.A contract. (The AIA is the 2007 Standard AIA A101 Construction Contract it can be found at <http://documentsondemand.aia.org/> A.I.A. Form # A101-2007).

VI. SCOPE OF SERVICES

The extent of renovations will include refurbishing the bathrooms and showers, testing the mechanical systems, replacement of flooring, painting, lighting upgrades, roof repairs or replacement, door and trim installation, replacement of acoustical tile in back office. A general explanation of work can be found by reviewing the architectural drawing (Attachment A). Lead and asbestos testing was performed inside the building and those reports are included (attachment D).

VII. FIXED FEE SCHEDULE FOR SCOPE OF SERVICES

Contractors will bid on the project and provide a breakdown of each trade cost.

TO BE SUBMITTED WITH PROPOSAL

VIII. PROPOSAL FORMAT, CONTENT, AND SELECTION PROCESS

All valid proposals must include the following items for evaluation. Please package your RFP in the following order.

1. A cover letter identifying:
 - a. The company's specific area of expertise,
 - b. The company principals,
 - c. The number of years of related experience,
 - d. Subcontractor's ability to complete the project



2. Comprehensive narrative outlining:
 - a. Professional qualifications
 - b. Work experience
 - c. Subcontractor's project approach to complete the Scope of Services and project timeline;
3. A list of completed projects that demonstrate competency in the areas of expertise, including reference contact information
4. Exhibit A – Architectural drawing of work to be performed.
5. Exhibit B- Timeline for the project
6. Exhibit C – Equal Employment Opportunity Compliance Certificate
7. Exhibit D-Conflict of Interest Questions
8. Exhibit E-Additional documents and forms
9. Copies of applicable professional licenses and numbers
10. Bid Bond
11. Work Plan (Cost Breakdown)

Remember to include the following items:

- 1) Current date;
- 2) Contractor name (must include DBA);
- 3) Mailing Address;
- 4) Phone number with area code;
- 5) California State Contractor's License Number;
- 6) Bank References;
- 7) List three (3) most recent, new construction or remodeling jobs including, name, address and phone number;
- 8) Length of time in business;
- 9) Number of employees;
- 10) Specify if contractor is an equal opportunity employer;
- 11) Indicate if contractor is eligible to perform state government work;
- 12) Name and address of insurance carrier or broker, and dollar amounts of coverage's;
- 13) Conflict of interest questions listed in the exhibits
- 14) Signature of License Holder and, if applicable, signature of Company Representative.

The selected subcontractor must be qualified and able to complete the project in a satisfactory and timely manner.

A responsive proposal must include the appropriate certifications, (Exhibits A-E); a cover letter; and a comprehensive narrative outlining the subcontractor's background, experience, project



approach, project cost and project time line. Qualified respondents should review the attached specifications and submit:

- One (1) unbound original,
- Four (4) copies,
- One (1) PDF formatted proposal

No later than 4:00 p.m. on **June 23, 2014** to:

Fresno Economic Opportunities Commission
Weatherization Department
Attn: Nathan Magsig, Weatherization Director
1900 Mariposa Mall Suite 260
Fresno CA 93721

Submit the PDF formatted file via e-mail to nathan.magsig@fresnoeoc.org or attach a CD with your hard copy proposals

The selected subcontractor must have the ability to submit all final work product on a PDF formatted CD.

The tentative time line for selection of a subcontractor and execution of a contract is as follows:

*All Proposals Received **June 23, 2014**
Finalize Contract **July 1, 2014***

Fresno EOC reserves the right to terminate this RFP after three days' notice to all subcontractors. The submission of a proposal shall be conclusive evidence that the subcontractor has investigated and understands, to its own satisfaction, the conditions to be encountered, the character, quality and scope of work to be performed, the requirements of Fresno EOC, and the applicable regulations.

IX. SOLICITATION CAVEAT

Subcontractors submitting proposals understand and agree that the Fresno EOC shall have no financial responsibility for any costs incurred by the consultants in responding to this RFP and shall not be liable for any costs until the selected consultant has executed a contract with the Fresno EOC and has been authorized in writing to proceed.

X. RFP SCORING GUIDELINES



Fresno Economic Opportunities Commission

The RFP Score Sheet (found on the next page) contains the proposal’s evaluation criteria. All proposals submitted to the Fresno EOC will undergo a formal evaluation process (by Nathan Magsig RME, Bill Simon COO, Michelle Tutunjian, and Member of Sanctuary Advisory Board).

The applicant receiving the highest score will receive an offer to enter into a contract with Fresno EOC to perform the work outlined in the RFP.

COMPLAINTS

If a bidder has a complaint relative to the RFP, please send a written statement to Mr. Brian Angus, CEO Fresno County EOC, 1920 Mariposa Mall, Suite 300, Fresno, CA 93721 and a copy to Susan Shiomi, 1920 Mariposa Mall Suite 300 Fresno, CA 93721.

APPEALS

Bidders have seven (7) calendar days from bid award to appeal the decision. Send written appeal to Mr. Brian Angus, CEO Fresno County EOC, 1920 Mariposa Mall, Suite 300, Fresno, CA 93721, and a copy to Susan Shiomi, 1920 Mariposa Mall, Suite 300, Fresno, CA 93721.

The RFP Score Sheet

	Maximum Points	Score
Introduction		
<i>Thoroughness of Application</i>	5	
Knowledge and Experience		
<i>Years in business as a general contractor</i>	5	
Capacity to perform		
<i>Number and positions of employees, including administrative staff</i>	5	
<i>Small, woman, veteran, or minority owned business</i>	15	
Price		
<i>Prices Charged</i>	70	
Total Score	100	



**EXHIBIT A
ARCHITECTURAL PLANS**

Reserved Space: Information Provided by the Applicant



**EXHIBIT B
TIMELINE FOR THE PROJECT**

Reserved Space: Information Provided by the Applicant



EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE CERTIFICATE
Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the Fresno EOC, the contractor agrees as follows:

1. The contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractors commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractors noncompliance with the nondiscrimination clauses of this subcontract or with any of such rules, regulations, or orders, this subcontract may be cancelled, terminated in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of



September 24, 1965, and such order sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contract becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Corporate Name

Print Name of Authorized Signature

Title of Authorized Signature

Signature

Date



EXHIBIT D
Conflict Of Interest Questions

A) Are you or any member of your family related to any employee of the Department of Housing and Community Development?

Yes _____ NO _____. If Yes, explain relationship.

B) Are you or any member of your family related to any board member or employee of Fresno EOC?

Yes _____ NO _____. If yes, explain relationship.



EXHIBIT E
Additional documents and forms

EHAPCD

Successful

Bidder

Forms



STATEMENT OF ASSURANCES RELATING TO
STATE PREVAILING WAGE COMPLIANCE
EHAP CAPITAL DEVELOPMENT PROGRAM

PROJECT NAME: _____
EHAPCD LOAN NO: _____ -EHAPCD- _____
CONSTRUCTION START DATE: _____

Pursuant to the following requirements of Section 1720 of the Labor Code, Borrower and Contractor hereby assure and certify as follows:

- 1. The Borrower, as the body awarding the contract, shall perform the duties associated with the "awarding body" that are enumerated in the Labor Code, Section 1720, et. seq.
2. The general contractor and all sub tier subcontractors shall pay laborers, mechanics, and all other construction workers associated with the Project at least the state prevailing wages, in accordance with the requirements of Chapter 1 (commencing with Section 1720) of the Labor Code, for all construction work.
3. If the project is also subject to federal prevailing wage rates, then the higher of the two wage rates will be paid.
4. The undersigned acknowledge that the release of loan proceeds by the Department of Housing and Community Development is expressly made upon reliance to the representations made in these assurances and certification.

BORROWER:

GENERAL CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed:

Date Signed:

License No.:



ARCHITECT'S / OWNER'S CERTIFICATE – BED COUNT
EHAP CAPITAL DEVELOPMENT PROGRAM
(NEW CONSTRUCTION/REHABILITATION)

This form is to be completed by the Architect for the EHAPCD project unless one was not hired. If an Architect was not hired then, it may be completed by the Owner (EHAPCD Borrower).

PROJECT NAME: _____

PROJECT SITE ADDRESS: _____

CONTRACT NO.: _____ -EHAPCD- _____

1. The plans being submitted were approved by the Local Building Department on _____. Said plans are for:

[] An Emergency Shelter consisting of _____ sq. ft. and, according to the approved plans, will contain:

_____ New beds

Insert no.

and/or

_____ Preserved Beds

Insert no.

and/or

[] A Transitional Housing or Safe Haven Facility consisting of _____ sq. ft. and, according to the approved plans, will contain:

_____ New beds

Insert no.

and/or

_____ Preserved Beds

Insert no.

2. The California Department of Housing and Community Development (HCD) can rely on this certification as being true and complete.

Architect: _____

Owner: _____

Company Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Registration: _____

Date: _____

Date: _____



Fresno EOC

EHAP Capital Development Deferred Loan Program

AIA Construction Contract Addendum – Table of Contents

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I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

Addendum: Required addition to Construction Contract

Agreement: Underlying Construction Contract

Awarding Entity: Party awarding Construction Contract

Borrower: Party in contract privities with the Department

Contractor: Construction contractor

Department: California Department of Housing and Community Development (HCD)

Dispute: As used in this Contract Addendum means any claims or demand for monetary or other compensation or damages asserted by one party to this Contract against the other party, arising under or relating to the performance or non-performance of this Contract.

Subcontractor: Contractor's subcontractors

The terms of this addendum will take precedence over any conflicting terms within the Agreement. Wherever possible, the interpretation of the contract will uphold all the terms not in direct conflict.

2. AUDIT:

Contractor agrees that the Borrower, HCD, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after the loan term expires, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7, Public Contracts Code section 10115 et seq., California Code of Regulations Title 2, Section 1896).

3. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless HCD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this



Agreement, and from any and all claims and losses accruing or resulting to any person, firm, business entity or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

4. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

5. TERMINATION FOR CAUSE:

HCD may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination HCD may proceed with the work in any manner deemed proper by HCD. All costs to HCD shall be deducted from any sum due the Borrower under this Agreement and the balance, if any, shall be paid to the Borrower.

6. INDEPENDENT CONTRACTOR:

Contractor, Borrower and the agents and employees of Borrower and Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of HCD. The Contractor shall have no contract privity with HCD and shall have no contract cause of action under this Agreement with respect to HCD.

7. COMPENSATION:

The consideration to be paid Contractor, as provided in the underlying Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided. All consideration shall be paid to the Contractor by the Borrower.

8. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

9. PREVAILING WAGES:

Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment



of prevailing wages and administered by the California Department of Industrial Relations) are met.

For the purpose of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in

whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “Construction Contract”). Where the Construction Contract will be between the Borrower and a licensed building contractor, Borrower shall serve as the “Awarding Body”

as that term is defined in the Labor Code. Where Borrower will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the Awarding Body. The Construction Contract and any amendments thereto shall be subject to the prior written approval of HCD. Prior to any disbursement of funds,

including but not limited to release of any final retention payment, HCD may require a certification from the Awarding Body that prevailing wages have been or will be paid.

These requirements may not apply to the new construction, expansion, or rehabilitation work by a nonprofit organization on an emergency shelter or transitional housing facility, to be operated on a not-for-profit basis, provided that:

1) The organization acquires at least 50% of the total project costs from nonpublic sources. For the purposes of this exclusion, total project costs do not include the value of real property that is transferred or leased. Total project costs include the value of donated labor, materials, architectural, and engineering services, or;

2) If public funding in the form of below market interest rate loans restricts the occupancy of at least 40 percent of the projects units for at least twenty (20) years by deed or regulatory agreement to individuals or families earning no more than 80 percent of the area median income

3) These requirements also do not apply if the project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars (\$25,000), or:



10. INSURANCE REQUIRED:

A. Comprehensive General Liability Insurance - For bodily injury (including death) and property damage - which provides limits not less than One Million Dollars (\$1,000,000). Combined Single Limit (CSL) per occurrence; or

Commercial General Liability Insurance - For bodily injury (including death) and property damage - which provides limits as follows:

General Limit per Occurrence	\$2,000,000
General Limit Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal Injury Limit	\$1,000,000

B. Comprehensive Automobile Liability Insurance - For bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000). Combined Single Limit (CSL) per occurrence applicable to all owned, non-owned and hired vehicles.

C. Worker's Compensation and Employers Liability Insurance - For:

1) Statutory California Worker's Compensation covering a broad form of all States endorsement.

2) Employer's Liability Coverage for not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Contract.

3) Should any such work be sublet, the Contractor shall require each subcontractor to maintain the coverage required by this Section in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. To the extent that a proposed subcontractor maintains the required insurance in the correct amount but the company providing such insurance does not meet the Bests' Rating required by this Form, the Contractor may present each specific case to the Owner for consideration. Such a presentation by the Contractor shall be accompanied by a copy of the subcontractor's insurance binder naming the amount and type of insurance coverage and the company providing the coverage. The Owner agrees to cooperate with the Contractor in reviewing each case. The Contractor may insure subcontractors under its own policies with a minimum of One Million Dollars (\$1,000,000) at the discretion of the Contractor.

4) Broad Form of Property Damage: Contractor shall obtain and provide evidence of insurance against damage to the property during construction in the amount equal to the Contract Amount payable under this contract as of the date of its execution unless notified by Owner in writing that such insurance will not be required.



D. Such insurance as is afforded by this policy shall name as additional insured the Owner, its officers, agents, and employees, both individually and collectively.

E. Such insurance as is afforded by this policy shall name as Loss Payee through the Standard Lender's Loss Payee Endorsement Form the following agency: **Fresno EOC, and State of California, Department of Housing & Community Development, EHAP Capital Development, Room 390-4, P.O. Box 952054, Sacramento, CA 94252-2054. All policies must show the EHAPCD Loan Number;**

F. Such insurance as is afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Owner and/or Lenders and shall be excess only and not contributing with insurance provided under this policy.

G. Special Provisions - The following provisions shall apply to this Agreement:

1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Owner or its insurance consultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2) Should any of the Work under this Contract be sublet, the Contractor shall require each of its subcontractors or any of tier to provide the aforementioned coverage's or the Contractor may insure subcontractors under its own policies with a minimum of One Million Dollars (\$1,000,000.00) at the discretion of the Contractor.

3) The Owner reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

4) Notwithstanding the foregoing, Contractor subcontractors and material's suppliers shall be responsible for the first Ten Thousand Dollars (\$10,000) damage to property insured, but only to the extent to which such costs in addition other eligible Contractor losses would exceed the Guaranteed Maximum Price of this Contract.

H. The Borrower may direct Contractor to immediate cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and changing of insurance shall be considered Contractor's delay and expense. At the Owner's discretion, under conditions of lapse, Owner may purchase appropriate insurance and charge all costs related to such policy to Contractor.



II. CONTRACTOR CERTIFICATION CLAUSES

1. NON-DISCRIMINATION CLAUSE:

By signing this Agreement Contractor hereby certifies that during the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et

seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

2. CHILD SUPPORT COMPLIANCE ACT:

By signing this Agreement Contractor hereby certifies that:

1) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



3. UNION ACTIVITIES:

By signing this Agreement Contractor hereby certifies that during the performance of this Agreement, no request for reimbursement, or payment under this Agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

By signing this Agreement Contractor hereby acknowledges the applicability of Government Code sections 16645 through section 16649 to this Agreement and agrees to the following:

- 1) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- 2) No state funds received under this Agreement will be used to assist, promote or deter union organizing.
- 3) Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- 4) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the California Attorney General upon request.

4. DRUG-FREE WORKPLACE REQUIREMENTS:

By signing this Agreement Contractor hereby certifies that during the performance of this Agreement, Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- 2) Establish a Drug-Free Awareness Program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;



- c) Any available counseling, rehabilitation and employee assistance programs; and,
 - d) Penalties that may be imposed upon employees for drug abuse violations.
- 3) Every employee who works on the proposed Agreement will:
- a) Receive a copy of the company's drug-free workplace policy statement; and,
 - b) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State contracts if HCD determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

5. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

By signing this Agreement Contractor hereby certifies that during the performance of this Agreement, Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contracts Code section 10296) (Not applicable to public entities.)

6. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change Borrower will process the amendment and request approval by HCD to make the modification. Payment of invoices presented with a new name cannot be paid prior HCD's approval of said amendment.



Fresno **Economic Opportunities Commission**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) of this Agreement Addendum. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Borrower to the clause(s) of this Agreement Addendum. This certification is made under the laws of the State of California. **(This portion not to be counter- signed by Borrower until after bid has been awarded to Contractor).**

Name of Borrower(Printed) Fresno EOC		Federal ID Number 94-1606519
By (Authorized Signature)		
Printed Name and Title of Person Signing Brain Angus, CEO		
Date Executed	Executed in the County of Fresno	



III. DOING BUSINESS WITH FRESNO EOC AND THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Department must be contacted immediately for clarification. The following explanations are general in nature. Please review the actual text of the statutes for detailed application.

Public Contracts Code section 10410 – Current State Employees:

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Public Contracts Code section 10411—Former State Employees:

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

Public Contracts Code section 10420:

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void.

Public Contracts Code section 10430 (e):



Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

2. LABOR CODE/WORKERS' COMPENSATION:

Labor Code Section 3700 – Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

3. AMERICANS WITH DISABILITIES ACT:

42 U.S.C. § 12101 et seq. – Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

1) When agreements are to be performed in the state by corporations, the contracting agencies may verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

2) "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. There are some statutory exceptions to taxation. Normally, a corporate contractor, operating within the state, will be subject to the franchise tax.

3) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

5. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.



6. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

7. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that a



**Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program – Capital Development
(EHAPCD)**

CONTRACTOR BID FORM

To: _____
(Sponsor's Name and address)

Pursuant to and in compliance with your invitation for bids, the undersigned, being familiar with the **CONSTRUCTION CONTRACT DOCUMENTS and SPECIFICATIONS** dated _____, and addenda, if any thereto, hereby proposes to perform the work and/or deliver the materials, all in conformity with said invitation for bids and with said construction contract documents and specifications, for the sum of \$_____.

1. The above bid includes all labor, materials and equipment required by the construction contract documents and specifications.
2. In submitting this bid, the bidder understands the right is reserved by (Sponsor's Name) to reject all bids.

The successful bidder shall be required to provide a list of the names of persons or entities proposed as subcontractors and material and equipment providers prior to or at the time of signing the construction contract.

3. Bidder's Security, if required, in the sum of \$_____ in the form of _____ is submitted herewith in accordance with the construction contract documents and specification.
4. Attached hereto are the following (place an "X" on the blank line next to each required document accompanying this bid):
 - A. ___ Contractor's Questionnaire (Provide by Sponsor)
 - B. ___ Bidder's Security (HCD Form)
 - C. ___ Non-collusive Affidavit (HCD Form)
 - D. ___ Contractor's Certification (HCD Form)
 - E. ___ Work Plan (Itemized cost breakdown) (HCD Form)
 - F. ___ List of proposed subcontractors

5. State Contractor's license classification is as follows:
 Classification _____
 State Contractor's License No. _____



**Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program – Capital Development
(EHAPCD)**

CONTRACTOR BID FORM (CONTINUED)

6. The undersigned has checked carefully all of the above figures and understands that the Sponsor will not be responsible for any errors or omissions on the part of the undersigned submitting this bid.

DATED

NAME OF BIDDER

_____/_____
PHONE AND FAX NUMBERS

OFFICIAL ADDRESS

TITLE

AUTHORIZED SIGNER



Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program - Capital Development
(EHAPCD)

BID BOND (SAMPLE)

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned, as Principal, and _____, as Surety, are held and firmly bound unto _____, hereinafter called the Sponsor, in the penal sum of _____ (\$_____) DOLLARS in lawful money of the United States of America for the payment of which, well and truly to be made, we hereby bind ourselves and ours and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above-named Principal is about to hand in and submit a bid or proposal in accordance with those certain construction contract documents and specifications entitled CONTRACT DOCUMENTS AND SPECIFICATIONS FOR _____

Dated _____, and filed in the office of said Sponsor.

NOW, THEREFORE, if the above named Principal is awarded the construction contract, and shall fail to enter into a construction contract to perform said construction contract and to furnish any and all bonds in the form and in the amounts required under said construction contract documents and specifications, along with any other certifications required under said construction contract documents and specifications at the time of executing said construction contract, within fifteen (15) days after the construction contract is presented for signature, then the amount herein, the penalty of this bond which accompanies the bid, shall be declared forfeited and the full penal sum paid to the _____

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

Signature of Authorized Representative

Printed Name of Representative

Phone Number of Representative



**Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program - Capital Development**

(EHAPCD)

NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY of _____

_____, being first duly sworn, deposes and says:

That he or she is the _____ of the
firm of _____.

The party making the foregoing bid; that such bids are genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against the Sponsor or any person interested in the proposed construction contract; and that all statements in said bid are true.

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Sponsor is in any manner interested, directly or indirectly in the bid to which this Non-Collusive Affidavit is attached, nor in the construction contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

SIGNATURE OF:

Bidder if Bidder is an individual:

(Name of Bidder)

Partner if Bidder is a partnership:

(Name of Partner)

Officer if Bidder is a corporation:

(Name of Officer)



Fresno Economic Opportunities Commission

STATE OF CALIFORNIA)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



**Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program - Capital Development
(EHAPCD)**

CONTRACTOR'S CERTIFICATION

The undersigned further certifies that the Bidder who submitted the Bid to which this certification is attached, is appropriately licensed by, and in good standing with, the California Contractors' State License Board, and is not listed on the federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

SIGNATURE OF:

Bidder, if Bidder is an individual:

(Name of Bidder)

Partner, if Bidder is a partnership:

(Name of Partner)

Officer, if Bidder is a corporation

(Name of Officer)



STATE OF CALIFORNIA)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



**Department of Housing and Community Development (HCD)
Emergency Housing and Assistance Program - Capital Development
(EHAPCD)**

WORK PLAN (Cost Breakdown)

Work Item	Materials	Labor	Total
General Requirements			
Site Work			
Environmental Remediation			
Concrete			
Masonry			
Carpentry			
Metals			
Drywall			
Doors and Windows			
Plumbing			
Electrical			
Mechanical			
Finishes			
Specialties			
Roofing			
Heating/Air Conditioning			
Exterior Finish			
Subtotal	\$0.00	\$0.00	\$0.00
Profit and Overhead			
Total Contract Amount	\$0.00	\$0.00	\$0.00

Note: Add additional work items as needed



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