

THE CITY OF
POMONA

Community Development Department

Mark Lazzaretto,
Community Development Director



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**Rehabilitation of Public Housing Agency
(PHA) Owned Properties:
1002 South Towne Avenue,
287 West 9th Street, and
337-339 West 9th Street**

Bid Specification No. 1600.3

Bids Due: 2:30 P. M., October 22, 2009

CITY OF POMONA
INDEX TO CONTRACT DOCUMENTS

Rehabilitation of Public Housing Agency (PHA) Owned Properties:
1002 South Towne Avenue, 287 West 9th Street, and 337- 339 West 9th Street
Bid Specification No. 1600.3

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SECTION A - NOTICE INVITING SEALED BIDS

Rehabilitation of PHA Owned Properties

Bid Specification No. 1600.3

CITY OF POMONA
Community Development Department

NOTICE INVITING SEALED BIDS
FOR
Rehabilitation of Public Housing Agency (PHA) Owned Properties

Bid Specification No. 1600.3

The Pomona Housing Authority, hereafter referred to as the PHA, is soliciting proposals for a Contractor to perform, subcontract and coordinate all Work required for the Rehabilitation of three PHA owned properties, located at:

1002 South Towne Avenue
287 West 9th Street
337-339 West 9th Street (duplex)

Proposals will be evaluated for proposed lump sum proposal amount and the firm's experience with similar projects, experience in occupied building's and the firm's qualifications and experience. NOTE: This solicitation includes specific experience requirements the Proposer must respond to in completing Part D of its Proposal. See Line items, Numbered. 1 and 47 for 1002 S. Towne Avenue. Proposals will be evaluated and rated by the Community Development Department, Housing Division staff, representing the PHA and may involve an interview in determining the contract award.

PROJECT DESCRIPTION: This project is located at various locations in Pomona: 1002 South Towne Avenue, 287 West 9th Street and 337-339 West 9th Street (duplex), and includes comprehensive Housing Rehabilitation of single family, occupied homes. The work includes, but is not limited to: rehabilitation of walls, windows, doors, electrical re-wire, re-roofing, stucco, inter-exterior paint, and lead-based paint remediation.

Some minor changes in the scope of work may also be required based on conditions discovered but is not anticipated to comprise a substantial portion of the work.

BID SUBMISSION DEADLINE: Sealed competitive bids must be received no later than 2:30 p.m. on October, 22, 2009 at the street address below. Proposals sent by U.S. Mail must be addressed to the P.O. Box below and must be delivered to the City by the deadline stated above. Faxed or e-mail submittals will not be accepted.

Pomona City Hall
City Clerk's Office, 2nd Floor
505 South Garey Avenue
Pomona, Ca 91769

Pomona City Hall
Attn: City Clerk
P.O. Box 660
Pomona, Ca 91769

SECTION A - NOTICE INVITING SEALED BIDS

Rehabilitation of PHA Owned Properties

Bid Specification No. 1600.3

The deadline is firm as to place, date and time. The PHA will not consider any proposal received after the deadline and will return all such proposals unopened.

All proposals must be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. All proposals must be marked with the following information: "Housing Rehabilitation of PHA Owned properties at: 1002 South Towne Avenue, 287 West 9th Street and 337-339 West 9th Street, Pomona, CA, Bid specification No. 1600.3", date due, the proposer's business name, address and telephone number. Proposers are responsible for the timely delivery of their proposals to the PHA.

The proposals will be publicly opened and read in the office of the City Clerk, City Hall, Pomona, California at 2:30 P. M. on the aforementioned date.

Upon receipt of each Proposal, PHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the Proposer with acknowledgement of receipt. All Proposals received prior to the deadline above will become property of the PHA and will not be returned to the Proposer.

MANDATORY SITE VISITS/PRE-PROPOSAL CONFERENCE: The Site Visit/Pre-Proposal Conference will occur at 10:00 a.m., October 1, 2009, at 1002 South Towne, Pomona, CA 91766 and will proceed to: 287 West 9th Street and 337-339 West 9th Street, respectively.

Failure to participate in the mandatory Job-Walk will result in immediate disqualification and bid rejection.

COMPLETION OF WORK: All work under his/her contract shall be completed within **sixty (60) calendar days**, beginning on the date stipulated in the written "Notice to Proceed" issued by the City's Community Development Department, Housing Division.

OBTAINING CONTRACT DOCUMENTS: Specifications and all contract documents are available at no cost for pick-up by proposers at the following address:

Pomona City Hall
Purchasing Division (basement)
505 So. Garey Ave.
Pomona, CA 91769

(Internet access at: www.ci.pomona.ca.us/city_departments/finance/rfp_non_construction.php)

No Proposal documents will be mailed by the City and nor accepted by e-mail.

TECHNICAL QUESTIONS: Technical questions regarding this project must be received in writing (fax acceptable) no later than 2:00 p.m. on October 19, 2009 and must be directed to Michael Cravens, Housing Rehabilitation Specialist at (909) 620-2415 or fax (909) 620-4567; or by e-mail to Michael_craven@ci.pomona.ca.us

SECTION A - NOTICE INVITING SEALED BIDS

Rehabilitation of PHA Owned Properties

Bid Specification No. 1600.3

GUARANTY: Each proposal must be accompanied by a surety company bond, or a certified or cashier's check payable to the order of the Pomona Public Housing Authority for a sum not less than ten percent (10%) of the total amount of the proposal. No Prime Contractor may withdraw its proposal within ninety (90) days after the required proposal submission date.

SOCIAL EQUITY CONTRACT REQUIREMENTS: U.S. Department of Housing and Urban Development Section 3 Program, WMBE, EEO and Apprenticeship:

The PHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFCP. This Contract includes HUD Section 3 Program resident utilization goal requirements as well as aspirational WMBE and EEO goals and a 15% apprenticeship goal participation requirement, a description of the contract requirements for HUD Section 3 Program, Apprenticeship, EEO and WMBE are specified in Section C.

CONTRACTOR'S LICENSE(S)/CERTIFICATES/ASSURANCES: At the time of Bid Opening, the Prime Contractor must have:

- Valid California State Contractor's License with a classification of "A" or "B".
- Lead Supervisor Certification issued from the Department of Health Services (DHS), Childhood Lead Prevention Branch
- Certify that only Lead Certified Workers will be employed to perform lead-related construction and/or abatement work under the direction of a Lead Supervisor for housing rehabilitation work at 1002 South Towne Avenue, Pomona, CA 91766.

RIGHTS RESERVED: The PHA reserves the right to cancel this request for competitive proposals, to waive as an informality of any irregularities in the proposals, to reject any and all proposals, and to accept the highest scoring responsive proposal from a qualified and responsible Contractor.

CITY OF POMONA, CALIFORNIA

BY: _____

Benita DeFrank
Housing Manager, City of Pomona, CA

DATED: _____

SECTION B – INSTRUCTIONS TO BIDDERS

Rehabilitation of City Owned Properties:
No. 1600.3

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: All proposals under these specifications shall be submitted on the blank forms which may be obtained at:

Pomona City Hall
Purchasing Division (Basement)
505 So. Garey Ave.
Pomona, CA 91769

(Internet access at: www.ci.pomona.ca.us/city_departments/finance/rfp_non_construction.php)

DELIVERY OF BIDS/PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the "**Notice Inviting Sealed Bids**". It is the bidder's sole responsibility to see that his/her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his/her duly authorized representative and is filed with the City Clerk. **No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.**

PROPOSAL GUARANTY: Each proposal shall be accompanied by certified check or Cashier's Check or by a bid bond in the amount of not less than ten percent (10%) of the amount named in the proposal. Said check or bond shall be made payable to the City Clerk of the City of Pomona and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case the amounts bid on individual items, (if called for), do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

SECTION B – INSTRUCTIONS TO BIDDERS

Rehabilitation of City Owned Properties:
No. 1600.3

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To his/her end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidders**" bound herein. No proposal for his/her work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The Contractor will include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "**Information Required of Bidders**". The licensing requirements for Contractors are applicable to all laborers and mechanics employed by contractors and subcontractors in the performance of the construction work.

MANDATORY PRE-BID, ON-SITE JOB WALK All potential Bidders must participate in a mandatory Job walk of each property, scheduled as follows:

- October 1 , 2009 (rain or shine)
- Job Walk will begin promptly at 10:00 a.m. at the following location:
 1. 10:00 AM: 1002 South Towne, Pomona, CA 91766
 2. 287 West 9th Street
 3. 337-339 West 9th Street

Failure to participate in the mandatory Job-Walk will result in immediate disqualification and bid rejection.

The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "**Information Required of Bidder**".—

Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of the materials to be furnished; and as to the requirements of the contract, specifications and/or drawings.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTIES: Within ten (10) calendar days after award of the contract, the City will return the proposal guaranties. All other proposal guaranties will be held until the final contract is executed.

SECTION B – INSTRUCTIONS TO BIDDERS

Rehabilitation of City Owned Properties: No. 1600.3

AWARD OF CONTRACT: The contract will be awarded to the responsible bidder whose proposal complies with the requirements prescribed. Additionally, the City shall give preference, to the extent possible, to a bid that meets Section 3 requirements under the Housing and Urban Development Act of 1968. The award will be made within **ninety (90) calendar days** after the opening of the proposals, provided that the successful bidder shall not have given written notice of the withdrawal of his/her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form of agreement provided, and shall secure all insurance and bonds as herein specified. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall not commence work under his/her contract until he has secured all insurance and bonds required under his/her section nor shall he allow any Subcontractor to commence work on his/her contract until all similar insurance and bonds required of the Subcontractor have been obtained. All insurance required issued in compliance with his/her section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work.

The Contractor shall maintain adequate workman's compensation insurance under the laws of the State of California for all labor employed by him/her or by any Subcontractor who may come within the protection of such workman's compensation insurance laws. At the time of execution of the contract agreement, the Contractor shall provide the certificate regarding workman's compensation.

The Contractor shall maintain public liability insurance to protect said Contractor and the City against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of his/her contract or any subcontract thereunder, and also to protect said Contractor and the City against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of his/her contract or of any subcontract thereunder. Said public liability and property damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under his/her contract, in the amount of not less than \$500,000 for one person injured in one accident, and not less than \$1,000,000 for more than one person injured in one accident, and in the amount of not less than \$500,000 with respect to any property damage aforesaid. The **City of Pomona** shall be named as an **"Additional Insured"** under public liability and property damage insurance.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon

SECTION B – INSTRUCTIONS TO BIDDERS

Rehabilitation of City Owned Properties: No. 1600.3

the payment of claims of material, men and laborers thereunder. A **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The **Labor and Material Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. At the time of submitting the Faithful Performance Bond and the Labor and Material Bond, the insurer shall submit to the City the following:

- (1) the original, or certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond; or
- (2) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner; or
- (3) a certificate from the Los Angeles County Clerk stating that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; or copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code; or
- (4) copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his/her construction experience and his/her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed Subcontractors on his/her project as required by the Subletting and Subcontracting Fair Practice Act (Government Code Section 4100 and following). Forms for his/her purpose are furnished herein **entitled "Information Required of Bidders"** in Section C, PROPOSAL of these specifications.

PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS: A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violation contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. His/her requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies other wise, available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. His/her clause applies to both DBE and non-DBE subcontractors.

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of

SECTION B – INSTRUCTIONS TO BIDDERS

Rehabilitation of City Owned Properties: No. 1600.3

portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. His/her requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor of subcontractor in the event of dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. His/her clause applies to both DBE and non-DBE subcontractors.

SUBMITTAL OF SUBSTITUTIONS: The Contractor must submit to the Housing Division within ten (10) calendar days from the date of award of contract, all requests for substitution of an "Approved Equal" for materials listed or specified in the contract documents and Specifications. The Contractor must include with the request documentation to substantiate said claim, i.e., specifications, detailed drawings and/or technical data.

QUESTIONS ON CONTRACT DOCUMENTS/SPECIFICATIONS/PLANS: Questions in reference to the bidding process or the contract documents may be addressed to the City of Pomona, Housing Division-Attention: Mike Cravens, 505 S. Garey Avenue, Pomona, CA 91766 to the attention of the Contracts/Design Section or call **(909) 620-2415**.

OTHER PERMITS, FEES AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the City of Pomona's Public Works Department.

In addition to the requirements above noted, the Contractor **shall possess a valid City of Pomona business license** at the time of application for the Construction Permit and for the duration of the contract. The fee for said business license shall be based upon the total amount bid for the contract in accordance with Chapter 14 of the Pomona City Code. Amount of fee may be obtained from the City Treasurer at (909) 620-2343.

**SECTION B
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SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

BID PROPOSAL

FIRM NAME _____

ADDRESS _____

TELEPHONE _____

FAX NUMBER _____

FOR

Rehabilitation of PHA Owned Properties:

1002 South Towne Avenue

287 West 9th Street

337-339 West 9th Street

Pomona, CA 91766

Bid Specification No. 1600.3

CITY OF POMONA

POMONA, CALIFORNIA

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

BID PROPOSAL FOR

Rehabilitation of Public Housing Agency (PHA) Owned Properties at 1002 South Towne Avenue, 287 West 9th Street, 337-339 West 9th Street, BID SPECIFICATION NO. 1600.3

In compliance with the annexed "Notice Inviting Sealed Bids", the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore in accordance with the specifications therefore, known as "**Rehabilitation of Public Housing Agency (PHA) Owned Properties-1002 South Towne Avenue, 287 West 9th Street, 337-339 West 9th Street Bid Specification No. 1600.3**", which are on file in the office of the Purchasing Division of the City of Pomona. The undersigned also agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Housing Division of the City of Pomona, duly appointed for said work in the matter of the construction and installation of "**Rehabilitation of Public Housing Agency (PHA) Owned Properties-1002 South Towne Avenue, 287 West 9th Street, 337-339 West 9th Street, Bid Specification No. 1600.3**", as designated on the specifications known as "**Rehabilitation of Public Housing Agency (PHA) Owned properties-1002 South Towne Avenue, 287 West 9th Street, 337-339 West 9th Street, Bid Specification No. 1600.3**", on file in the office of the Purchasing Division of the City of Pomona, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices to with:

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766
Project No. 1600.3

ITEM	DESCRIPTION; <i>KITCHEN</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
1	Demo; Demolish all existing cabinets, counter tops, sink, and all flooring.	1 EA	\$	\$
SEE LEAD SPECIFICATION APPENDIX "D"				
2	Block/frame; and finish drywall over existing 4'x4' (approximate) opening on North wall.	16 SF	\$	\$
3	Upper/Base Cabinets; Install new pre-finished oak cabinetry over existing configuration. Included sink base, door and drawer units. KraftsMaid or equal. The City of Pomona to approve design prior to installation.	40 LF	\$	\$
4	Faucet-Sink Combo; Install a new Stainless Steel. Double compartment under-mount sink. Frankel-USA Model: UOSK900-18 or equal	1 EA	\$	\$
5	Drain /Supply; Install new angle stop supply and drain kit	1 EA	\$	\$
6	Disposer; Install a new .5 HP garbage disposal system. ljnSinkErator: Badger 5 or equal. GFI Outlet Required	1 EA	\$	\$
7	Ceramic Tile; Install new ceramic counter tops to all new base cabinets. Include backsplash minimum 4".	30 SF	\$	\$
8	Range; Install 30"Gas Range. GE Model: JGBS80SEMSS or equal with agency approval.	1 EA	\$	\$
9	Microwave / Hood-Fan; Install Over-Range Microwave. GE-Model: JVM1750SMSS or equal with agency approval.	1 EA	\$	\$
10	Dishwasher; Install 24" Tall Tub Built-In Dishwasher. - GE -Model: GLD4460NSS or equal with agency approval.	1 EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; <i>BATH COMMON</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
11	Exhaust Fan; Install an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM vented w/ damper to exterior such as NuTone QTREN080 or equal . Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.502 (in white)	1	EA	\$	\$
12	Tub/Shower Faucet; Install new single diverter, spout, valves, and shower head. Kohler-Model #R10275-4-CP "Forte Series" or equal with agency approval.	1	EA	\$	\$
13	Faucet; Install new single lever faucet at existing face bowl. Kohler Model # R10271-4-CP "Forte Series" or equal with agency approval.	1	AE	\$	\$
14	Medicine Cabinet; Install medicine cabinet at existing location. Flush mount. American Classics Model #S1626-BM-r or equal with agency approval.	1	EA	\$	\$
15	Accessories; Install towel racks and a toilet paper dispenser				
a)	18" Towel Rack. Kohler-"Forte Series"	2	EA	\$	\$
b)	Toilet paper dispenser. Kohler-"Forte Series"	1	EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766
Project No. 1600.3

ITEM	DESCRIPTION; <i>BATH-2 (SOUTH)</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
16	Exhaust Fan; Install an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM vented w/ damper to exterior such as NuTone QTREN080 or equal . Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.502 (in white)	1	EA	\$ _____	\$ _____
17	Bath/Shower Kit; Demo existing tub, tile surround, and mixer valves. Install new 2-piece sectional fiberglass/gelcoat unit to include new mixer, valves and shower head. Lasco-KIT Model # 26032PL(white) or equal .	1	EA	\$ _____	\$ _____
18	Shower Door; Install new shower bi-pass door. Kohler "Finesse" series. Model # 5375EZ-475 or equal .	1		\$ _____	\$ _____
19	Tub/Shower Faucet; Install new single control mixer. Include new spout, valve, and shower head and drain kit. Kohler-Model #R10275-4-CP "Forte Series" or equal with agency approval. Mixer Valve-Danze or equal	1	EA	\$ _____	\$ _____
20	Sink/Vanity; Install new 2-piece vanity at existing vanity location. Include new hot/cold supply / valves. Include new p-trap drain. Brand-Glacier Bay. Model 101-470 (18") or equal .	1	EA	\$ _____	\$ _____
21	Faucet; Install new single lever faucet at face bowl. Kohler Model # R10271-4-CP "Forte Series" or equal with agency approval .	1	EA	\$ _____	\$ _____
22	Toilet & Seat; Remove existing and Install new toilet and seat. Include new angle stop. Toilet-Kohler "Wellworth" (Round Shape) Model # 11471-0. Seat-Kohler "Cachet" (Round) Model #4689-0	1	EA	\$ _____	\$ _____
23	Medicine Cabinet; Install medicine cabinet at existing location. Flush mount. American Classics Model #S1626-BM-r or equal with agency approval .	1	EA	\$ _____	\$ _____
24	Accessories; Install towel racks and a toilet paper dispenser				
a)	18" Towel Rack. Kohler-"Forte Series"	2	EA	\$ _____	\$ _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

b)	Toilet paper dispenser. Kohler-"Forte Series"	1	EA	\$	\$
25	Sub-Flooring; Remove and repalce all sub-floor and replace with ¾ OSB-T&G in preparation of new vinyl flooring.	30	SF	\$	\$

1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; <i>ELECTRICAL</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL	
26	Electrical Panel; Dispose of old electric service to code legal dump. Install a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Caulk exterior service penetration. GE- or equal	1	EA	\$	\$
27	Re-Wire-HOUSE-GARAGE; Inspect, test and repair existing wiring system throughout the structure. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of all defective and unnecessary wiring. Fish all wire and patch all tear out. Install new drop line to garage. ARC-FAULT GFI required at bedrooms	1	EA	\$	\$
28	Interior Light Fixtures; Install an Energy Star approved, 13 watt florescent ceiling light fixture. Hampton Bay-Model #EC 438WH or equal with agency approval. Connect to existing wiring. Bathrooms, Bedrooms, Family Room, Utility porch, and Hall.	7	EA	\$	\$
29	Exterior Light Fixtures; Remove fixture and install a UL listed, fixture. Hampton Bay-Model # 002-31110S-FC or equal with agency approval. location at front and rear	2	EA	\$	\$
30	Doorbell; Install a doorbell system containing a low voltage transformer, power connection, buzzer and front door button.	1	EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

31	Smoke Detectors; Install hard-wire with battery back up UL approved smoke detectors at all bedrooms and rooms and rooms or hallways leading to such rooms.	5	EA	\$	\$
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1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; <i>DOORS</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
32	Interior Doors; Install a 1-3/8" pre-hung, 6-panel door and jamb-kit including casing both sides 2 butt hinges and a privacy lockset. Masonite Models - 6 panel textured or equal with agency approval	1	EA	\$	\$
33	Exterior Door-Front; Install a 1-5/8" 4 panel exterior wood doors with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weather-stripping, and wide angle peep sight. Prime and top coat. Model TBD/ \$700 allowance for door and associated materials. Include installation of new threshold.	1	EA	\$	\$
34	Garage Door; Dispose of door, track and hardware. Install factory pre-finished sectional steel, 16'x 7' garage door including hardware, exterior trim and drip cap. . Include ½ HP auto opener. Stanly/Genie or equal	1	EA	\$	\$
35	Closet Doors; Field measure, order and install a pair of flush, hollow core, by-passing, top hung, Luan doors in opening up to 6' wide. Include overhead track, all hardware, and casing on one side.	1	EA	\$	\$
36	Utility Door; Dispose of door and frame. Install a pre-hung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, spring metal weather-stripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.	1	EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

37	Cellar Door; Remove existing cellar door and replace same material type, size, and dimension. Paint to match house trim color. Include hinged hardware and handle for easy access. Include primer and finish paint to match accent trim colors.	1	EA	\$ _____	\$ _____
38	Remove Slider Glass; Remove sliding glass window at family room. Frame opening with finish grade material and moldings. Prime and paint as required in the <i>Painting</i> line item section.	1	EA	\$ _____	\$ _____

1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; WINDOWS	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
39	Exterior Windows; Remove and dispose of all windows. Supply and install new dual glazed replacement windows that meet California Title 24 Code and shall have a U-value rating of 0.75 or less. Windows to be fitted with low "E" glass and grids. Trim out interior frame of windows and fill all nail heads and prepare for paint.	13	EA	\$ _____
40	Sliding Glass; Remove and replace existing slider glass exterior window system at family room. Adhere to ITEM 1 code and method	1	EA	\$ _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; FLOORING	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
41	Carpet Removal; Wet all carpet face with a mister. Gently roll carpet. Wrap with 4 mil. Plastic, remove from site and haul to a legal landfill. Vacuum floor surface.	90	SY	\$	\$
42	New Carpet; Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. Carpet and pad material allowance \$12.50/sy. ALL BEDROOMS, HALL, LIVING ROOM, FAMILY ROOM, FRONT ENTRY ROOM. 30oz. Brand/Color: Beaulieu of America-Thoroughbred/Chesnut.	90	SY	\$	\$
43	Tile Removal / Sub Floor prep; Remove all existing ceramic tile, grout and mortar. ALL AREAS.	160	SF	\$	\$
44	Resilient Flooring; Install 12"x12"x1/8" vinyl composition tile, by Armstrong per manufacturer's recommendations. Include metal edge strips at openings, and shoe molding. Style TBD. \$1.75 SF allowance. BATHROOM(s) & KITCHEN AREA(s)	200	SF	\$	\$

NOTE: Include all transition molding methods from vinyl to carpet.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766
Project No. 1600.3

ITEM	DESCRIPTION; <i>PAINTING</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
45	Ceilings; Apply new 1/2 " drywall to all acoustic ceiling areas. Tape, and apply light texture for finish paint	SF	\$	\$
46	Interior; Paint interior unit include all wall surface, doors, trimmings, and interior closets-cabinets. Patch all holes and caulk all separations from existing trims and moldings. Apply light texture for uniform finish. Apply primer and finish. Behr Paint; Swiss Coffee/ Flat wall and semi gloss on all trim, door, bath, and kitchen.	SF	\$	\$
47	Exterior; Pressure wash exterior walls. Patch all stucco and palter to match as close as possible. Apply (2) coats of elastomeric vinyl to all wall/siding surface. House & Garage *see LEAD APPENDIX "A" for all trim. 2-color system TBD	LS	\$	\$
48	SEE LEAD SPECIFICATION APPENDIX "D"	LS	\$	\$

1002 S. TOWNE AVENUE-Pomona, CA 91766
Project No. 1600.3

ITEM	DESCRIPTION; <i>Roofing House & Garage</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
49	Roofing-House-Garage; Strip existing roof to sheeting on house and garage dispose of all stripped off materials. Replace all damaged, rotted or deteriorated sheeting with like material. Supply and install 15# asphalt saturated felt. Supply and install factory painted edge flashing of no less than 26 Ga. Steel. Supply and install new Class "A" "30 YEAR" Dimensional Fiberglass Asphalt Shingles, Replace all plumbing, heating and vent flashing. All new vent flashing to be painted a color complementary to roof shingles. Seal all joints of pipes extending through roof with mastic. Include ridge-cap Color TBD	2350 SF	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

1002 S. TOWNE AVENUE-Pomona, CA 91766 Project No. 1600.3

ITEM	DESCRIPTION; MISCELLANEOUS	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
50	Laundry; Install PVC stand pipe, hot and cold hose bibs, and 20 amp outlet on a separate circuit to service a washing machine.	1	EA	\$
51	Hand Railing; Install decorative iron hand rail at the dinning room portion landing. Affix to both wall and floor. Location/Paint color TBD	6	LF	\$
52	Garage De-Conversion; Remove all wall and ceiling coverings except for original plaster. Include drywall, paneling, light framing and ceiling tiles. Remove all zip cord (electrical and outlets except for authorized or required for door opener and one receptacle GFI receptacle for utility purposes. Location TBD	1	EA	\$

TOTAL BASE BID - 1002 S. TOWNE AVENUE \$_____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>ROOF</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
1	Roofing-House-Garage; Strip existing roof to sheeting on house and garage dispose of all stripped off materials. Replace all damaged, rotted or deteriorated sheeting with like material. Supply and install 15# asphalt saturated felt. Supply and install factory painted edge flashing of no less than 26 Ga. Steel. Supply and install new Class "A" "30 YEAR" Dimensional Fiberglass Asphalt Shingles, Replace all plumbing, heating and vent flashing. All new vent flashing to be painted a color complementary to roof shingles. Seal all joints of pipes extending through roof with mastic. Include ridge cap- Color TBD	25 SF	\$	\$

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>WINDOWS</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
2	Exterior Windows; Remove and dispose of all windows. Supply and install new dual glazed replacement windows that meet California Title 24 Code and shall have a U-value rating of 0.75 or less. Windows to be fitted with low "E" glass and grids... Trim out interior frame of windows and fill all nail heads and prepare for paint.	10 EA	\$	\$
3	Remove & Replace the sliding glass unit at living room section. To include same make and model as exterior window change out	1 EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>EXTERIOR PAINTING</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
4	Paint Eves; Pressure wash all exterior fascia, overhang-eves. Scrape, sand, prime, and patch as needed to achieve a uniform appearance of existing wood. Apply (2) coats of acrylic enamel. Behr-or equal. Color TBD.	150 LF	\$	\$

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>BLOCK WALL</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
5	Complete Block wall; Consult with the Pomona Planning Division to complete existing block wall. Completion includes decorative wrought iron starting at the South-Eastern property line and continuing to Northern section terminating at the Southern portion of the garage door.	130 LF	\$	\$
6	Pedestrian gate; Install decorative wrought iron similar to fence materials both at entrance walkway and near driveway access.	2 EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>KITCHEN</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
7	Demo; Demolish all existing cabinets, counter tops, sink, and all flooring.	1	EA	\$	\$
8	Upper/Base Cabinets; Install new pre-finished oak cabinetry over existing configuration. Included sink base, door and drawer units. KraftsMaid or equal. The City of Pomona to approve design and prior to installation.	30	LF	\$	\$
9	Faucet-Sink Combo; Install Stainless Steel. Double compartment/undermount sink. Frankel-USA Model: UOSK900-18 or equal	1	EA	\$	\$
10	Drain /Supply; Install new angle stop supply and drain kit	1	EA	\$	\$
11	Disposer; Install a new .5 HP garbage disposal system. InSinkErator: Badger 5 or equal.	1	EA	\$	\$
12	Ceramic Tile; Install new ceramic counter tops to all new base cabinets. Include backsplash minimum 4".	36	SF	\$	\$
13	Microwave / Hood-Fan; Install Over-Range Microwave. GE-Model: JVM1750SMSS or equal with agency approval.	1	EA	\$	\$
14	Dishwasher; Install 24" Tall Tub Built-In Dishwasher. - GE -Model: GLD4460NSS or equal with agency approval.	1	EA	\$	\$
15	Lighting; Install 4-light flushmount at center point of ceiling. Portfolio: Model # 5435LP-REB1 or equal with agency approval.	1	EA	\$	\$
16	Painting; Scrape, patch, and apply light texture, prime, and apply (2) coats of semi-gloss enamel. Behr Paint-Swiss Coffee.	1	UNIT	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

287 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>BATHROOM-COMMON</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
17	Exhaust Fan; Install an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM vented w/ damper to exterior such as NuTone QTREN080 or equal. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.502 (in white)	1	EA	\$ _____	\$ _____
18	Tub Surround; Remove and replace fiberglass tub surround. Replace to existing dimension and configuration.	1	EA	\$ _____	\$ _____
19	Re-Glaze; Re-glaze tub using polyurethane product. Color TBD	1	EA	\$ _____	\$ _____
20	Paint; Patch, install light texture , prime all bathroom wall surfaces using acrylic semi-gloss. Behr-Swiss Coffee	1	UNIT	\$ _____	\$ _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

287 WEST 9th STREET- Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>BATHROOM/MASTER</i>	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
21	Caulking; Remove all caulking existing at sink and tub area. Re-caulk with DAP bathroom-kitchen caulk or equal. White	1	EA	\$	\$
22	Shower/Tub surround; Bath/Shower Kit; Demo existing tub, tile surround, and mixer valves. Install new 2-piece sectional fiberglass/gelcoat unit to include new mixer, valves and shower head. Lasco-KIT Model # 26032PL(white) or equal.	1	EA	\$	\$
23	Tub/Shower Faucet; Install new diverter spout and shower head. Kohler-Model #R10275-4-CP "Forte Series" or equal with agency approval.	1	EA	\$	\$
24	Exhaust Fan; Install an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM vented w/ damper to exterior such as NuTone QTREN080 or equal. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.502 (in white)	1	EA	\$	\$
25	Resilient Flooring; Install 12"x12"x1/8" vinyl composition tile, by Armstrong per manufacturer's recommendations. Include metal edge strips at openings, and shoe molding. Style TBD. \$1.25 SF allowance.	50	SF	\$	\$
26	Painting; Scrape, patch, and apply light texture, prime, and apply (2) coats of semi-gloss enamel. Behr Paint-Swiss Coffee.	1	UNIT	\$	\$

TOTAL BASE BID - 287 WEST 9th STREET \$_____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

337-339 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>ROOFING</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
1	Roofing-House-Garage; Strip existing roof to sheeting on house and garage dispose of all stripped off materials. Replace all damaged, rotted or deteriorated sheeting with like material. Supply and install 15# asphalt saturated felt. Supply and install factory painted edge flashing of no less than 26 Ga. Steel. Supply and install new Class "A" "30 YEAR" Dimensional Fiberglass Asphalt Shingles, Replace all plumbing, heating and vent flashing. All new vent flashing to be painted a color complementary to roof shingles. Seal all joints of pipes extending through roof with mastic. Include ridgecap- Color TBD	2000 SF	\$	\$

337-339 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>ELECTRICAL/BOTH UNITS</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
2	GFI Outlets; Install GFI outlets at kitchen, bath and utility rooms	3 EA	\$	\$

337-339 337-339 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; <i>KITCHEN BOTH UNITS</i>	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
3	HOOD FAN; Remove and replace 30"-range hood above existing unit. Install new hood-light fan combo including electrical outlet per code. 30 In. Nutone-Convertible Range Hood - Stainless Steel Model NS6530SS	2 EA	\$	\$

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

337-339 337-339 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; BATH / BOTH UNITS	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
4	Exhaust Fan; Install an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM vented w/ damper to exterior such as NuTone QTREN080 or equal . Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.502 (in white)	2	EA	\$ _____	\$ _____
5	Caulking; Remove all caulking existing at sink and tub area. Re-caulk with DAP bathroom-kitchen caulk or equal. White	2	UNIT	\$ _____	\$ _____
6	Electrical; Install new outlet and light switches.	2	UNIT	\$ _____	\$ _____
7	Painting; Scrape, patch, and apply light texture, prime, and apply (2) coats of semi-gloss enamel. Behr Paint-Swiss Coffee.	2	UNIT	\$ _____	\$ _____

337-339 WEST 9th STREET - Pomona, CA 91766

Project No. 271-6725-52584-00000

ITEM	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
8	New Carpet; Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. Carpet and pad material allowance \$12.50/sy. 30oz. Brand/Color: Beaulieu of America-Thoroughbred/Chesnut.	90	SY	\$ _____	\$ _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

337-339 WEST 9th STREET - Pomona, CA 91766
Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; WALL FURNACE "337"	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
9	337 ONLY -Remove and dispose of existing wall heat unit. Williams Monterey Top-Vent Wall Furnace, 25,000 BTU Natural Gas with Wall or Cabinet-Mounted Thermostat Model 2509622 UNIT 337	1 EA	\$	\$

337-339 WEST 9th STREET - Pomona, CA 91766
Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; CONCRETE	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
10	Drive & Carport Remove and haul away existing concrete driveway. Grade soil to install new concrete driveway / sidewalk. Pour and finish a 4" minimum thick driveway. Driveway shall be pitched for drainage, scored every ten (10) feet with expansion joints every thirty (30) feet to full depth of slab. A light broom finish shall be applied to the surface.	90 SY	\$	\$

337-339 WEST 9th STREET - Pomona, CA 91766
Project No. 271-6725-52584-00000

ITEM	DESCRIPTION; PAINT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
11	Paint Carport ; Pressure wash, wet scrape, sand, prime, patch, fascia board, and carport ceiling. Apply (2) coats solid bodies latex stain. Behr Paint-Color TBD.	1 UNIT	\$	\$

TOTAL BASE BID - 337-339 WEST 9th STREET \$ _____

The bid prices shall include any and all costs, including labor, materials, and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and applicable standards are assumed to be included in the bid prices. BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

COMBINED BID PROPOSAL SHEET

1. TOTAL BASE BID - 1002 S. TOWNE AVENUE \$ _____

2. TOTAL BASE BID - 287 WEST 9th STREET \$ _____

3. TOTAL BASE BID - 337-339 WEST 9th STREET \$ _____

TOTAL BASE BID COMBINED (Numerical) : \$ _____

TOTAL BASE BID COMBINED (Written):

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ as **PRINCIPAL**, and _____
as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**City**", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

THE CONDITIONS OF HIS/HER OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of work under the City's specification entitled "**Rehabilitation of Public Housing Agency (PHA) Owned Properties: 1002 South Towne Avenue, 287 West 9th Street, and 337-339 West 9th Street, Bid Specification No. 1600.3,**" for which bids are to be opened in the City Clerks office, City Hall of said City at **2:30 P. M. on October 22, 2009.**

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "**Instructions to Bidders**", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two (2) bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then his/her/their obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon his/her bond by the Obligee and judgement is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals his/her _____ day of _____, 200____.

Principal

Surety

By: _____

(NOTARIZATION SEAL)

(NOTARIZATION SEAL)

SECTION C – BID PROPOSAL

**Rehabilitation of City Owned Properties:
No. 1600.3**

BID BOND

ACKNOWLEDGMENT OF SURETY

STATE OF _____)
COUNTY OF _____)ss.

On this _____ day of _____, 20____, A.D., _____ personally

appeared before me, a _____
(Notary Public, Judge or Other Officer)

in and for _____ County, State of _____ known to me to be

the _____ of the corporation that executed the foregoing instrument and, upon oath, did depose that he/she is the officer of said corporation as above designated; that he/she is acquainted with the seal of said corporation and the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

-

(Notary Public, Judge or Other Officer)

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

SECTION 3 ACKNOWLEDGEMENT CLAUSE

Contractor/Subcontractor Name:

This Clause is to be included in all Section 3 covered contracts and signed by the contractor and his/her subcontractor:

- a. The work to be performed under his/her contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to his/her contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of his/her contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under his/her Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in his/her Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of his/her contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under his/her contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to his/her contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

SECTION 3 BUSINESS CERTIFICATION

Name of Contractor _____

Address _____

Telephone No. _____ Cell No. _____

Check below and attach the following documentation as evidence of status:

51 percent or more is owned by Section 3 Residents

- ☐ Total number of owners and number of owners who are Section 3 residents
- ☐ Section 3 Resident Certification Form

30 percent of the permanent full-time employees are currently Section 3 Residents or were Section 3 eligible residents within 3 years of the date of first employment with the contractor

- ☐ Number of all current full-time employees and number of employees claiming Section 3 status
- ☐ Section 3 Resident Certification Form [dated less than 3 years from date of project]

The contractor commits to subcontract with a minimum of 25 percent of the total dollar amount of all subcontracts to Section 3 eligible businesses

- ☐ List of Subcontracted Section 3 businesses and subcontract amount

Note: Within the project's duration, the contractor must submit the following evidence of Section 3 Business Contracts Awarded:

- ☐ Total number of owners and number of owners who are Section 3 residents
- ☐ Number of all current full-time employees and number of employees claiming Section 3 status
- ☐ Section 3 Resident Certification Forms

Section 3 Resident

Section 3 Resident is a person living in Los Angeles County who is a Public Housing resident or who is defined as low income. Low income is defined as a household with an income that does not exceed 80 percent of the area median income [AMI] as adjusted by HUD for the Los Angeles County areas.

80% or below AMI**

1 person	\$ 44,400	5 persons	\$ 68,550
2 persons	\$ 50,750	6 persons	\$ 73,600
3 persons	\$ 57,100	7 persons	\$ 78,700
4 persons	\$ 63,450	8 persons	\$ 83,750

Print Name:	Title:
Signature:	Date:

The purpose of the HUD-Section 3 Act is to provide *economic opportunities* to residents and businesses within neighborhoods receiving HUD funding for housing and community development activities. [24CFR, Part 135]

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Business Name: _____
2. Name of Project: _____
3. Project Amount: _____

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor's Signature and Title

Date

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF HIS/HER PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF HIS/HER PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has/ has not _____, participated in a previous contract or subcontract subject to the equal employment opportunity clauses, as required by Executive orders 10925, or 11246, and that where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal employment opportunity clause. Contracts and subcontracts which are exempt from the equal employment opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract of subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts or subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, office of Federal Contract Compliance, U.S. Department of Labor.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

City of Pomona)
State of California)
County of Los Angeles) ss.

_____, being first duly sworn, deposes and says that:

1. He or she is _____ of _____ the
(owner, partner, officer, rep or agent)
bidder that has submitted the Attached Bid;
2. He or she is fully informed respecting the preparation and contents of the Attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including his/her affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Pomona, Department of Planning and Housing, or the owner of the property interested in the proposed contract.
5. No member of the City Council, or other Officer of the City of Pomona, or the City of Pomona Redevelopment Agency, or any person in the employ of the City or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof;
6. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including his/her affiant;
7. I am/the Bidder is not indebted to the City of Pomona in any form or manner.

Signed _____

Title: _____

Witnessed By _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49: CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to his/her certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, indicating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing his/her Proposal on the signature portion thereof shall also constitute a signature of his/her Certification.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

NON-SEGREGATED FACILITIES CERTIFICATION Federally-Assisted Construction Projects

The Federally-Assisted construction contractor certifies that he/she DOES NOT AND WILL NOT:

1. Maintain or provide, for his/her/her employees, any segregated facilities at any of his/her/ her establishments.
2. Permit his/her/her employees to perform their services at any location, under his/her/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of his/her certification is a violation of the Equal Employment Opportunity Clause in his/her contract. As used in his/her certification, the term segregated facilities means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he/she will retain such certifications in his/her/her files.

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

Project Name: **REHABILITATION OF PUBLIC HOUSING AGENCY (PHA) OWNED PROPERTIES**

Date: _____

Company: _____

Address: _____

By: _____

Title: _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

CITY OF POMONA
MINORITY & WOMEN BUSINESS ENTERPRISES FORM
PAGE: _____ OF: _____

Project Name: REHABILITATION OF PUBLIC HOUSING AGENCY (PHA) OWNED PROPERTIES
Project/Property Address: 1002 South Towne Avenue, 287 West 9th Street, 337-339 West 9th Street
MBE Dollar Goal: _____ WBE Dollar Goal: _____

GENERAL/PRIME CONTRACTOR INFORMATION

Name of General/Prime Contractor: _____
Address: _____
Business Phone: _____ Cell Phone: _____ Other: _____
Tax I.D. or SS# _____ Ethnicity*: _____

List below the names of all proposed Minority and Women Enterprises (contractors, suppliers, vendors), the services that they will provide, the approximate amount of money they will receive, the date the project will start and its estimated completed date.

Name: _____ Phone: _____ Cell: _____
Address: _____
Amount: _____ Type of work, services, supplies: _____
Start Date: _____ Completion Date: _____
Tax ID#: _____ Ethnicity*: _____

Name: _____ Phone: _____ Cell: _____
Address: _____
Amount: _____ Type of work, services, supplies: _____
Start Date: _____ Completion Date: _____
Tax ID#: _____ Ethnicity*: _____

I hereby certify that the dollar amount expended in the M/WBE are at least ____% of the total contract price for the above named project, and that the foregoing information is true, accurate and completed to the best of my knowledge.

Print Name: _____ Title: _____

Signature(s): _____ Date: _____

* FOR GOVERNMENT MONITORING PURPOSES ONLY

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of his/her contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. Seq., the Federal water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal **Water Pollution Control Act**, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of his/her section in every nonexempt subcontract and requiring that the contractor will take such actions as the government may direct as a means of enforcing such provisions.

Project Name: REHABILITATION OF PUBLIC HOUSING AGENCY (PHA) OWNED PROPERTIES

Date: _____

Company: _____

Address: _____

By: _____

Title: _____

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: _____
- (2) Telephone: _____
- (3) Type of Firm: _____
(Individual, Partnership, or Corporation)
- (4) Corporate organized under the laws of the State of:

- (5) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), His/herpanic (),
Female (), Other (Specify) _____
- (6) List the names and addresses of all members of the firm or names and titles of all officers of the corporation.

- (7) Number of years experience as a Contractor in construction work.

- (8) List at least three (3) projects completed as of recent date:

<u>Contract Amount</u>	<u>Class of Work</u>	<u>Date Completed</u>	<u>Name, Contact, Address and Telephone No. of Owner</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (9) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

- (10) If requested by the City, the Bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his/her current financial condition.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties: No. 1600.3

- (11) List the name and address of such Subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such Subcontractor.

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____
LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

- (12) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining Subcontractor bid figures for his/her Proposal. Additional sheets may be attached if necessary.

1. Were bid depository or registry services use in obtaining Subcontractor bid figures in order to compute your bid?

Yes () No ()

2. If the answer to No. 1 is "yes", forward a copy of the rules of each bid depository you used in the preparation of his/her Proposal.

3. Did you have any source of Subcontractors' bids other than bid depositories? Yes () No ()

4. Has any person or group threatened you with Subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes () No ()

SECTION C – BID PROPOSAL

**Rehabilitation of City Owned Properties:
No. 1600.3**

5. If the answer to No. 4 is "yes", please explain the following details:

- (a) Date: _____
- (b) Name of person or group: _____

- (c) Job involved (if applicable): _____

- (d) Nature of threats: _____

- (e) Additional comments: _____

SECTION C – BID PROPOSAL

**Rehabilitation of City Owned Properties:
No. 1600.3**

In accordance with Government Code **Section 14310.5**, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: His/her questionnaire constitutes a part of the Proposal, and a signature portion of his/her Proposal shall be constituted as a signature of his/her questionnaire.

SECTION C – BID PROPOSAL

**Rehabilitation of City Owned Properties:
No. 1600.3**

PROPOSAL

BIDDER'S GUARANTY: Attached is bidder's bond, certified check or Cashier's Check No. _____ of the _____ Bank, for \$ _____ payable to the **City Clerk of the City of Pomona, California**, which is not less than ten percent (10%) of his/her bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Pomona, California.

The Council of the City of Pomona reserves the right to reject any and all bids.

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within **fifteen (15) days** following written notice of award of contract. All work to be done under his/her contract shall be completed within **sixty (60)** calendar days, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Pomona heretofore had and taken to date.

The undersigned hereby certifies that he/she has received addenda number(s)____,____,____,____, and that his/her bid includes the cost of all additional work specified thereon.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the Council of the City of Pomona of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the specifications set forth.

SECTION C – BID PROPOSAL

Rehabilitation of City Owned Properties:
No. 1600.3

Dated: _____

CONTRACTOR LICENSE AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes

NAME

and says that he/she is _____

TITLE

of _____,

NAME OF FIRM

the party making the foregoing bid, is a licensed Contractor, or a duly authorized partner of a Joint Venture which holds a license as a Partnership, or is a duly authorized principle and/or representative of a Corporation which holds a license as a Corporation and that he/she understands that the information shown below shall be included with the bid, and understands that any bid not containing his/her information, or if his/her information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the City of Pomona.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at:

_____, _____
City and County State

on _____, 20_____
Date

NOTARY TO AFFIX
SEAL AND
CERTIFICATE OF
ACKNOWLEDGMENT

Signature

State License Number and Classification

Street Address

City State Zip

Telephone Number: _____

SECTION D – AGREEMENT

**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3**

AGREEMENT

**Rehabilitation Public Housing Agency
(PHA) Owned Properties
1002 South Towne Avenue
287 West 9th Street
337-339 West 9th Street

Bid Specification No. 1600.3**

CITY OF POMONA

POMONA, CALIFORNIA

SECTION D – AGREEMENT

**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3**

AGREEMENT

This AGREEMENT, made and entered into by and between the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**City**", **Party of the First Part**, and _____,

hereinafter referred to as the "**Contractor**", **Party of the Second Part**.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 Towne Avenue, 287 9th Street and 337-339 9th Street**", and to perform and complete in a good and workmanlike manner all the work pertaining thereto described in the specifications and Rehabilitation Standard Specifications herein, to furnish at his/her own proper cost and expense all tools, equipment, labor and materials necessary therefore, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by his/her Agreement and the said specifications and rehabilitation standards.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in his/her Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said Specifications and Rehabilitation Standards and in accordance with the requirements of the Project Manager, said City will pay and said Contractor shall receive in full compensation therefore the prices named in the Bidding Sheets of the Proposal hereto attached.

ARTICLE III: All work to be done under his/her contract shall be completed within **sixty (60) calendar days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager.

ARTICLE IV: The City hereby promises and agrees with said Contractor, to employ and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, to hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Contractor shall agree to defend, indemnify, and hold harmless the PHA from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from Contractor's performance under his/her Housing Construction/Rehabilitation Contract.

SECTION D – AGREEMENT

**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3**

ARTICLE VI: The Contractor agrees to protect, defend, and indemnify the PHA from any claims for unpaid work, labor or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the PHA complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the PHA indemnifying him/her against any lien.

ARTICLE VII: The Contractor nor any of its officers, partners, owners, agents, representatives, or parties has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contractor for which the Attached Bid has been directly or indirectly, sought by agreement or collusion or communication or conference with the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or lawful agreement, any advantage against the City or any person interested in the proposed contract.

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or lawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including his/her affiant.

ARTICLE VIII: The assistance provided under his/her Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining Federal approval of the application for such assistance.

ARTICLE IX: The "Notice Inviting Sealed Bids", the "Instructions to Bidders", the "Proposal", the Specifications and the Rehabilitation Standards mentioned therein, and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of his/her Agreement.

His/her agreement is executed by the **CITY** pursuant to **City Council Minute Order for Agenda Item No. _____**, approved by its Governing Body in session on _____, **200____**, authorizing the same, and **CONTRACTOR** has caused his/her agreement to be duly executed.

CITY OF POMONA, CALIFORNIA
Party of the First Part

Dated _____, 20____

By: _____

CITY MANAGER

ATTEST:

CITY CLERK

SECTION D – AGREEMENT

**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3**

Dated _____, 20____

By: _____

CONTRACTOR

Party of the Second Part

By: _____

AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for Authorized Representative of Contractor.)

Approved as to form:

CITY ATTORNEY

SECTION D – AGREEMENT

Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor", as **PRINCIPAL**, AND _

as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**CITY**", in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITIONS OF HIS/HER OBLIGATION ARE SUCH, that whereas, said Contractor has been awarded and is about to enter into the annexed contract with said City for consideration of the work under the Specifications entitled, "**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street and 337-339 West 9th Street**", and is required by said City to give his/her bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his/her part to be done and performed at the time and in the manner specified herein; then his/her obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may not be pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS THEREOF, we have hereunto set our hands and seals his/her _____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____
(SEAL)

BY: _____
(SEAL)

NOTARY

NOTARY

SECTION D – AGREEMENT

Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor", as **PRINCIPAL**, and _____
as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter
referred to
as "**CITY**", in the sum of _____ Dollars (\$_____),
lawful money of the United States of America, for the payment of which sum, well and truly to be made,
we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITIONS OF HIS/HER OBLIGATION ARE SUCH, that whereas, said Contractor has been
awarded and is about to enter into the annexed contract with said City for construction of the work under
the City's Specifications entitled, "**Rehabilitation of Public Housing Agency (PHA) Owned Properties -
1002 South Towne Avenue, 287 West 9th Street and 337-339 West 9th Street**", and is required by said
City to give his/her bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or Subcontractor, fails to pay for any materials,
provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or
about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety
will pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought
upon his/her bond, a reasonable attorney's fee, to be fixed by the court. His/her bond shall insure to the
benefit of any and all persons entitled to file claims under **Section 1192.1** of the Code of Civil Procedure of
the State of California.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be
made pursuant to the terms of said contract, shall not in any way release either said Contractor or said
Surety thereunder nor shall any extensions of time granted under the provisions of said contract release
either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby
waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals his/her _____ day of _____,
20____.

PRINCIPAL

SURETY

BY: _____
(SEAL)

BY: _____
(SEAL)

NOTARY

NOTARY

SECTION D – AGREEMENT

**Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street,
and 337-339 West 9th Street, Bid Specification No. 1600.3**

**CONTRACTOR'S CERTIFICATE
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700

"Every employer except the State and all political subdivisions of institutions thereof, shall secure the payment or compensation in one or more of the following ways:"

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in his/her State."

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees."

I am aware of the provisions of **Section 3700** of the Labor Code which requires every employer to be insured against liability for workmen's 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 his/her contract.

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under his/her contract.

ADDITIONAL CONDITIONS

Rehabilitation Public Housing Agency (PHA) Owned Properties 1002 South Towne Avenue 287 West 9th Street, and 337-339 West 9th Street

Bid Specification No. 1600.3

**ADDITIONAL CONDITIONS
CITY OF POMONA**

I. GENERAL CONDITIONS

- A. LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Rehabilitation Specialist.
- B. RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of his/her failure to comply with the specifications.
- C. MONIES MAY BE RETAINED:** The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the Rehabilitation Specialist, incurred by the City, for which the Contractor is liable under the contract.
- D. SALES AND/OR TAXES:** Except as may otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.
- E. ALLOWABLE VARIATION:** When in these specifications a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.
- F. UTILIZATION OF LOCAL BUSINESS AND LABOR:** The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the City of Pomona and to employ Pomona residents to perform the necessary work relating to his/her Capital Improvement project. The goal of the City Council is to stimulate business within the City and to provide employment and training for local residents.
- G. PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the

SECTION E – ADDITIONAL CONDITIONS

Rehabilitation of Public Housing Agency (PHA) Owned Properties - 1002 South Towne Avenue, 287 West 9th Street, and 337-339 West 9th Street, Bid Specification No. 1600.3

contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent Federal agency or officer shall constitute evidence of a violation of contract under his/her section.

- H. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in his/her contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

II. SPECIAL PROVISIONS

- A. THE REQUIREMENT.** All work embraced herein shall be accomplished in accordance with the Specifications and Rehabilitation Standards. In addition, the contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instruction to Bidders
- (3) Proposal
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Labor and Material Bond

- B. PROJECT LOCATION.** The location of the projects are at the following properties within the City of Pomona:

- (1) 1002 South Towne Avenue
- (2) 287 West 9th Street
- (3) 337-339 West 9th Street

- C. COMPLETION OF WORK.**

- (1) All work to be done under his/her contract shall be completed within **sixty (60)** calendar days beginning on the date stipulated in the written “**Notice to Proceed**” by the Rehabilitation Specialist.
- (2) In the event that the Rehabilitation Specialist shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he may demand that the contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

D. FINAL INVOICE AND PAYMENT:

- (1) Whenever in the opinion of the Rehabilitation Specialist that the Contractor shall have completely performed the construction portion of the contract on his/her part, the Rehabilitation Specialist shall notify the City that the construction portion of the contract has been completed in its entirety. He shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Los Angeles County Recorder, a notice of completion of the construction work herein agreed to be completed by the Contractor. The Contractor will then submit to the Rehabilitation Specialist for approval a written statement of the final quantities of contract items for inclusion in the final invoice. The Rehabilitation Specialist shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Rehabilitation Specialist's opinion shall be just and fair, covering the amount and value of the total amount of construction work done by the Contractor, less ten percent (10%) of the total work done.
- (2) On the expiration of **thirty-five (35) days** after the filing of the notice of completion of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract [including retention of funds if applicable], and shall release the corresponding portions of the faithful performance bond and the labor and material bond. The City shall continue to hold a faithful performance bond and a labor and material bond provided by the contractor for the amount of the extended landscape maintenance period(s) until that portion of the contract is completed to the satisfaction of the City.
- (3) "Pursuant to Section 22300 of the Public Contract Code, securities as defined in said section may be substituted for monies withheld under his/her section."

E. NO PERSONAL LIABILITY: No agent of the Pomona Housing Authority and the City of Pomona, shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the PHA and the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

F. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Section 3084 of the Civil Code of the State of California, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of his/her contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as

SECTION E – ADDITIONAL CONDITIONS

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may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under his/her contracts shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim. "Pursuant to Section 22300 of the Public Contract Code, securities as defined in said section may be substituted for monies withheld under his/her article."

G. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Rehabilitation Specialist are or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Rehabilitation Specialist within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

H. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, license and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

I. PAYMENTS: Once a milestone for payment has been reached, the Contractor shall present a payment request using the payment request form supplied by the City of Pomona, along with lien releases, to the Rehabilitation Specialist, who will inspect the work in progress to ensure that the work has been completed in a journeyman-like fashion and all permits and required inspections have been completed, including sign-off, as necessary, by the City's Building and Safety Division.

Payment to the Contractor shall be within instrument negotiable (check) into U.S. dollars. All invoices shall be paid within ten (10) days of receipt of invoice.

SECTION E – ADDITIONAL CONDITIONS

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NO PARTIAL PAYMENT will be made for any materials on hand which are furnished but not incorporated into the work.

J. MAINTENANCE AND GUARANTEE:

The Contractor hereby guarantees that the entire work constructed by him under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

The Contractor hereby agrees to make at his/her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within the one year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his/her surety shall be liable to the City for the cost thereof.

K. CONFERENCES AND MEETINGS: When and as directed by the Rehabilitation Specialist, the Contractor shall attend all conferences and meetings that the Rehabilitation Specialist deems necessary for the proper progress of work under his/her contract.

L. CHANGES IN WORK: The Contractor expressly agrees that no material changes or alterations in the description of work or price provided shall be made unless in writing, submitted to and authorized by the City of Pomona, or the change becomes the sole responsibility of the contractor.

APPENDIX A – FEDERAL REQUIREMENTS

**Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
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**APPENDIX A
FEDERAL REQUIREMENTS**

APPENDIX A – FEDERAL REQUIREMENTS

**Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
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**CONTRACT PROVISIONS
FOR FEDERALLY-ASSISTED CONSTRUCTION/REHABILITATION PROJECTS**

INTRODUCTION

His/her project has been financed with federal funds awarded by the U.S. Department of Housing and Urban Development under the Home Investment Partnerships Act (HOME) Program. As a result of using federal funds on his/her project, there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract under his/her project. The Contractor acknowledges that his/her Contract Provisions may not contain a full statement of the requirements of the HOME Regulations and the HOME Program. In the event of any inconsistency between the HOME Regulations and his/her Contract Provisions, the HOME Regulations shall govern.

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under his/her contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DISCRIMINATION. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color or national origin, be excluded from employment or participation, be denied to the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation, be denied of benefits of, be denied employment in, or be subjected to discrimination under the HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her/her handicap, be excluded from participation in, be denied the benefits of, be denied employment in, or be discrimination against under any program or activity receiving federal assistance.
- D. **Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take

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affirmative action to ensure fair treatment in employment, including recruiting, training, promotion, demotion, transfer, layoff, termination and pay.

SEC. 3. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (Applicable to contracts and subcontracts exceeding \$10,000). During the performance of his/her contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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 setting forth the provisions of his/her nondiscrimination clause.
- B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under his/her section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of his/her contract or with any of the said rules, regulations, or orders, his/her contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless

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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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided**, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: **Provided**, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part his/her grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 4. AFFIRMATIVE ACTION/MINORITY AND WOMEN'S BUSINESS ENTERPRISES (Applicable to Contacts/Subcontracts Exceeding \$10,000). Executive Orders 11625, 12432 and 12118 state that program participants shall take affirmative action to encourage participation by minority and women-owned enterprises.

- A. The Offeror's or Bidder's attention is called to the "Equal Employment Opportunity Clause" set forth herein.

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- B. The goals and time tables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, is as follows:

MBE/WBE GOAL: 10% (PERCENT)

The above goal is applicable to all the Contractor's Construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to his/her second area, the contractor is also subject to the goals for both its federally involved or non-federally involved construction).

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on its each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goal shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- B. The contractor shall provide written notification to the Director of the office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from his/her solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- C. As used in his/her Notice, and in the contract resulting from his/her solicitation, the "covered area" is the City of Pomona encompassing 22.9 square miles at the eastern end of the Los Angeles County in the Pomona Valley area of the San Gabriel Mountain Range adjacent to San Bernardino County in the State of California. It is 28 miles east of downtown Los Angeles.

SEC 5. SECTION 3 CLAUSE. Projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

- A. The work to be performed under his/her contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of his/her section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons,

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particularly persons who are recipients of HUD assisted housing.

- B. The parties to his/her Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of his/her contract, the parties to his/her contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under his/her section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include his/her section 3 clause in every contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in his/her section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of his/her contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under his/her contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to his/her contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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SEC. 6. LABOR STANDARDS/DAVIS-BACON AND RELATED ACTS PROVISION. For properties with twelve or more HOME-assisted units, the Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor. In addition, the contractor's duty to pay prevailing wage can be found under California Code Section 1770 et. seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all sub-contractors that prevailing wage requirements apply to his/her project from commencement of the Agreement through Completion of the Work.

SEC. 7. CERTIFICATION OF NON-SEGREGATED FACILITIES (Applicable for contracts/subcontracts exceeding \$10,000). By the submission of his/her bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in his/her certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing rooms, * transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated in the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods), s/he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time period).

* parking lots, drinking fountains, recreation of entertainment areas

SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 AND EPA REGULATIONS PROVISION COMPLIANCE WITH AIR AND WATER ACTS (applicable to construction contract and related subcontracts exceeding \$100,000). In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368), Executive Order 11738, and the regulations (40 CFR, Part 15) of the Environmental Protection Agency with respect thereto to, the Contractor agrees that:

- A. Any facility to be utilized in the performance of his/her contract or subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- B. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

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- C. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- D. They will include the provisions of paragraph 1 through 4 of his/her subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 9. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contractor work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under section 1012 and 1013 of the Residential Lead-Based Paint Hazard reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within Title 24 of the Code of Federal Regulations as Part 35 (24 CFR Part 35).

- A. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate lead-based paint hazards in residential structures rehabilitated.
- B. At a minimum, the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1130 and 1325.
- C. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
- D. At the conclusion of the residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than set forth in 24 CFR 35.1350(d).

SEC. 10. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Contractors must meet the following requirements: (i) are not presently debarred, declared ineligible, or involuntarily excluded from covered transactions by any Federal department of agency; (ii) have not, within a three-year period, been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (iii) are not presently indicted for otherwise criminally or civilly charged by local government entity (Federal, State or local) with commission of any of the offenses enumerated in (ii) of his/her provision; and (iv) have not within a three-year period, had one or more public transactions (Federal, State or local) terminated for cause or default.

APPENDIX A – FEDERAL REQUIREMENTS

**Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
337-339 West Street, Bid Specification No. 1600.3**

SEC. 11. CONFLICT OF INTEREST.

- A. **Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the recipient, subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under his/her contract. Immediate family members of said members, officers, employees and officials are similarly barred from having any financial interest in the program. His/her provision shall be incorporated in all such contracts or subcontracts.
- B. **Contractor's Responsibilities.** The Contractor shall take appropriate steps to ensure compliance with paragraph (A) of his/her section, and will incorporate the following provision into every subcontract:

“Interest of Sub-Contractor and Employees. The Sub-contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Home Investment Partnership Acts Program has any personal financial interest, direct or indirect, in his/her Contract. Any interest on the part of the Sub-Contractor or his/her employees must be disclosed to the Recipient and the City, that his/her paragraph shall be interpreted in such a manner so as not to unreasonably impede statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.”

SEC. 12. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of his/her contract or to any benefit that may arise therefrom, but his/her provision shall not be construed to extend to his/her contract if made with a corporation for public benefit.

SEC. 13. DRUG-FREE WORKPLACE provide for a drug-free workplace in accordance with Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR Part 24, Subpart F.

SEC. 14. DISPLACEMENT, RELOCATION AND ACQUISITION which states that person(s) displaced from his/her or her dwelling unit as a direct result of housing development activities will receive benefits in compliance with the Uniform Relocation Act.

On a case-by-case basis, the City of Pomona may provide temporary relocation to tenants if the rehabilitation will cause stoppage to water, gas, electric service for more than four (4) continuous hours between the hours of 7:00 p.m. and 7:00 a.m., or if the bathroom (provided that there is only one bathroom in the property) will not be functional for more than eight continuous hours. Reasonable costs incurred related to the temporary relocation may be paid for by a grant provided by the City on a reimbursement basis, with the City's prior approval. Eligible costs are, but not limited to, lodging, meals and transportation. If the kitchen is not functional, the City may consider reimbursing meals purchased. Maximum costs apply.

APPENDIX A – FEDERAL REQUIREMENTS

**Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
337-339 West Street, Bid Specification No. 1600.3**

SEC. 15. INSPECTION. The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

SEC. 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in his/her contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SEC. 17. BONDING AND INSURANCE REQUIREMENTS. A state or local unit of government receiving a grant from the Federal government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirement shall be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the specified timeframe.
- B. A performance bond on the part of the Contractor for 100 percent of the Contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A pay bond on the part of the Contractor for 100 percent of the Contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

APPENDIX B SECTION 3 PLAN



SECTION 3 PLAN and PROCEDURES

Economic Opportunities
For Low and Very Low Income Persons

City of Pomona
Housing Division
Planning and Housing Department
505 South Garey Avenue
Pomona, CA 91766

Authority: U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity



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Attachments:

Chart – Section 3 Application Process

Form #1: Section 3 Clause Acknowledgement

Form #2: Section 3 Business Certification

Form #3: Section 3 Resident Certification

Form #4: Section 3 Economic Opportunity Plan

Form #5: Compliance Report

Sample Public Notices: Employment & Business Opportunity

Section 3 Authority

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170 1u) (Section3) requires the City of Pomona to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local regulations, be directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low-income persons.

Section 3 Covered Contracts

Section 3 requirements shall apply to contractors and subcontractors performing work on Section 3 covered projects such as housing rehabilitation, housing development, or other public construction projects with amounts in excess of \$200,000, and the contract/subcontract exceeds \$100,000 or more.

Section 3 requirements shall apply to the entire project or activity that is Federally funded regardless of whether the Section 3 activity is fully or partially funded with Federal funds.

General Policy Statement

It is the policy of the City of Pomona in the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the Pomona area and other qualified low- and very low-income persons.

In the implementation of its Section 3 Policy, the City shall provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

These policies shall result in a reasonable level of success in the recruitment, employment, and utilization of Pomona residents and other eligible persons and businesses by construction and housing rehabilitation contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies.

Section 3 Plan

The purpose of the Section 3 Plan is to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of the Section 3 Act.

Section 3 Employment , Training and Contracting Goals

The Planning and Housing Department has established employment, training and contracting goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement).

The numerical goals are:

- Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents in any fiscal year; and,
- For contracting,
 - ✓ Ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses;
 - ✓ Three percent (3%) of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

It is the responsibility of contractors, vendors and suppliers to implement *progressive and documented efforts* to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible for a project. All contractors submitting bids or proposals to the City Purchasing Division are required to certify that they will comply with the requirements of the Section 3 Act. The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects by the City. The Section 3 Clause must be included in all Section 3 covered projects.

Preference for Contracting with Section 3 Business Concerns

The Planning and Housing Department, in compliance with Section 3 regulations, shall to the greatest extent feasible, direct the effort towards awarding Section 3 covered contracts to a Section 3 business concern, in the following priority order:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, *or whose full-time, permanent workforce includes 30% of these persons as employees, or*
- **Category 2:** Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; *or whose full-time permanent workforce includes 30% of these persons as employee, or*
- **Category 3:** HUD Youthbuild programs being carried out in the City of Pomona in which Section 3 covered assistance is expended, or
- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 2 business); *or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.*

Evidence of Certification

Prior to submitting bids/proposals to the City of Pomona Purchasing Division, a business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City shall complete Form #1- Section 3 Clause Acknowledgement for Section 3 Business Concerns; and, Form #2 - Certification for Section 3 Business, and supporting documentation, which can be obtained from the Housing Division, 1st Floor and/or Purchasing Division, Lower Level of City Hall. The business seeking Section 3 preference must be able to provide documentation as evidence of eligibility for preference under the Section 3 Program, which has been specified by HUD.

Continually, certifications for Section 3 preference for business concerns may be submitted to the Housing Division, Attention: Section 3 Coordinator. His/her form can be accessed through the City's website at: www.pomona.ca.us or it may be picked up in the Housing Division, 1st Floor, City Hall. The Certification will be "date stamped" upon receipt and a copy will be provided to the Purchasing Manager for reference. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the same Business Certification can be submitted along with the bid.

Section 3 Economic Opportunity Plan

Businesses that are not an existing Section 3 Business Concern, but wish to be given preference in the awarding of contracts must make a written commitment by submitting a Section 3 Economic Opportunity Plan [Form #4- Economic Opportunity Plan] with their bids indicating that the bidder will:

- Hire at least 30% aggregate new hires that are Section 3 residents and provide the Section 3 Resident Certification Form for each new hire; and,
- Subcontract 25% or more of the bid to qualified Section 3 Business Concerns and ensure that the business concern provide a Section 3 Business Certification and/or Section 3 Resident Certification Form, as applicable to the project.

Preference for Section 3 Responsive Bidders in the Awarding of Contracts

The City shall provide preference to a Section 3 Responsive Bidder. A Section 3 Responsive Bidder is a bidder that submitted a Section 3 *Business Certification Form* with the bid; and,

1. Qualifies as a Section 3 Business Concern
 OR
2. Makes a written commitment by submitting a *Section 3 Economic Opportunity Plan* indicating that the bidder will:
 - 2.1.1 Hire at least 30% aggregate new hires that are Section 3 residents and provide Section 3 Resident Certification form for each new hire;
 - 2.1.2 Subcontract 25% or more of the bid to qualified Section 3 Business Concerns and ensure that the business concerns provide *Section 3 Business Certification or Section 3 Resident Certification Form*

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

However, if the lowest bid of a Section 3 Responsible Bidder is not reasonable, the construction contract shall be awarded to the responsible bidder with the lowest bid.

For sealed bids, A REASONABLE BID is defined as a bid that is: (1) within the maximum total contract price established by the City for the project; and not more than the value of "X" higher than the LOWEST Bid.

1. The actual dollar amount of bid received from any responsible bidder, PLUS
2. The "X" FACTOR, which is the lesser of:
 - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
 - b. The dollar amount listed on the chart below.

If the Lowest Bid is		The "X" FACTOR is the Lesser of	
At Least	But Less Than		
N/A	\$100,000	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

GUIDANCE FOR BUSINESSES WISHING TO HIRE SECTION 3 RESIDENTS

Types of opportunities:

- Job Training
- Employment
- Contracts

Examples:

**Administrative/
Management**

Accounting
Payroll
Research
Bookkeeping
Purchasing
Word Processing

Services

Appliance Repair
Florists
Marketing
Carpet Installation
Janitorial
Photography
Catering
Landscaping
Printing
Computer/Information
Manufacturing
Transportation

Construction

Architecture
Bricklaying
Carpentry
Cement/Masonry
Demolition
Drywall
Electrical
Elevator Construction
Engineering
Fencing
Heating
Iron Works
Machine Operation
Painting
Plastering
Plumbing
Surveying
Tile Setting

EXAMPLES OF EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For Los Angeles County, the Local Workforce & Employment Development contacts are:

Los Angeles County Community & Senior Services
WIA Planning and Operations
3175 W. 7th Street, Room 304
Los Angeles, CA 90020
Phone: 213- 738-2198
FAX: 213-385-3893
Email: mmireles@css.lacounty.gov
Contact: Magdalena Mireles, Program Manager

Pomona Work Source Business and Career Center
264 East Monterey Avenue
Pomona, CA 91767
Phone: 909-623-9741
FAX: 909-620-8845
Email: dcoleman@lraul.org
Contact: Dayle Coleman, Director

Employment Development Department: CalJOBS Program
264 East Monterey Avenue
Pomona, CA 91767
Phone: 626-960- 1174
Email: www.caljobs.ca.gov

- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to occupied affordable housing sites adjacent to the project site
- Post training and employment position flyers in affordable housing sites, offices of the local government , Pomona Housing Authority [PHA] public counter, and other conspicuous places
- Contact State-approved apprenticeship programs to gain access to potentially low- and very low-income residents who are actively seeking job placement and training. For more information on local apprenticeship program, you can visit the California Department of Industrial Relations' database of local apprenticeship programs at <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and request their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation or commonly used job placement websites

City Responsibilities Under the Section 3 Plan

The City will use one or more of the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings with Public Works and Housing at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Create, update and monitor the listing of Section 3 Business Concerns, which will be included in the City's data base of Section 3 eligible contractors.
- Conduct Section 3 trainings, including bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities. *{Set a Calendar for 1-2 orientation workshops annually with Public Works Designee, Purchasing Mgr. for listed Section 3 businesses and/or add to Kiosks for public access}.*
- Contact the various Business Development entities, local workforce entities, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and L.A. County community development entities to inform them of potential contracting opportunities and to request their assistance in identifying potential Section 3 businesses and seek ideas to encourage participation.
- Serve as a resource referral to businesses wishing to hire Section 3 residents, as applicable to the project.

Section 3 Compliance Reporting

If the Contractor submitted a Section 3 Economic Opportunity Plan with the Bid, the contractor at the end of the project must submit the following documents that demonstrate how they have fulfilled their commitments under the Economic Opportunity Plan. The documents that must be submitted are:

1. Section 3 Resident Certification Form
2. Section 3 Business Certification Form
3. Section 3 Compliance Report.

The above documents must be submitted and is a condition to the release of the 10% retention to the contractor.

If a contractor does not meet their Section 3 Economic Opportunity Commitment, he/she must provide written explanation and adequate documentation to the City as to efforts made to hire Section 3 Residents or contract with Section 3 Business Concerns, and the impediments met which prevent such Contractor.

It will be at the discretion of the City to determine, if any sanctions will be placed against the contractor for failure to meet Section 3 Commitment goals.

APPENDIX B – CITY OF POMONA SECTION 3 PLAN
Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street, 337-339 West Street, Bid Specification No. 1600.3

Internal and External Section 3 Complaint Process

A complaint may be filed by a Section 3 Resident, Section 3 Business Concern, or a representative for either person or business. In an effort to resolve complaints generated due to non-compliance through an internal process, the City encourages submittal of such complaints through the Section 3 Coordinator as follows:

Informal Process

Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.

Step 1- Intake & Filing of written complaint:

Complainant name, address, and telephone number,
Name, address, telephone of contractor and/or individual alleged of
non-compliance with the Section 3 Act [24 CFR, Part 135],
Date and description of the actions alleged as non-compliant with
the Section 3 Act.

Step 2- Fact-Finding/Investigation

If the complaint is found to be valid, an investigation will be conducted. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint. A Preliminary Report of Facts and Observations is completed.

Step 3- Preliminary Report of Facts and Observations

The preliminary findings of fact and observations will identify any alleged area(s) of non-compliance, and the concerns of the complaint. If there are findings of non-compliance, a description of each violation and an appropriate resolution or remedy will be presented. His/her report will be reviewed by the Housing Manager and/or Housing Grants Administrator.

Step 4- Notification to Complainant and Administrative Committee

The findings will be made available no later than thirty (30) days after the filing of complaint.

Step 5- Complainant Response to Report

The complainant must respond in writing within 30 days of receipt of the report. Efforts will be made to obtain a voluntary resolution of the complaint at the City level.

Step 6- Voluntary Resolution

The City will make every effort to obtain mutual agreement to resolve the complaint, and will assist the affected parties through an informal resolution process that satisfies the complainant and meets the primary obligation of compliance with Section 3.

If Yes- Copy of Report of Facts and Terms of Agreement to Complainant

If No- Step 7- Formal Complaint Process

Formal Process

Step 7- Notification of an Administrative Hearing

An Administrative Hearing will be set within 10 days, if the complainant is not satisfied with the initial offer of voluntary resolution. Committee members include: the Housing Manager, Housing Grants Administrator, Housing Grants Supervisor, and Section 3 Coordinator.

Step 8- Voluntary Resolution between Complainant and City

Continued efforts will be made to reach a voluntary resolution of the complaint with further investigation of the facts, issues, and available remedies.

Step 9- Written Determination by Administrative Committee

If Yes- A Final Report and Terms of Agreement to Complainant

If No- Complainant may file a written complaint with HUD

External Complaint Process

If a complaint can not be resolved at the City level, a complaint may be filed by mail with HUD:

**Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410**

Information required:

Complainant name and address
Respondent's name and address
Description & date of complaint
Corrective action sought by complainant

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, his/her term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or

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Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street, 337-339 West Street, Bid Specification No. 1600.3

transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

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Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street, 337-339 West Street, Bid Specification No. 1600.3

Definitions

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project [low-income owner- 80% of AMI.

Very low-income person – families (including single persons) whose income do not exceed 50 per cent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per cent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Pomona Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Pomona, who meet the income limits set forth below, can also qualify for Section 3 status. **A picture identification card and proof of current residency is required.**

2009 Income Guidelines

Number Size	Very Low Income	Low Income
1	\$16,550 - \$27,750	\$27,751 - \$44,400
2	\$19,050 - \$31,700	\$31,701 - \$50,750
3	\$21,400 - \$35,700	\$35,701 - \$57,100
4	\$23,800 - \$39,650	\$39,651 - \$63,450
5	\$25,700 - \$42,800	\$42,801 - \$68,550
6	\$27,600 - \$46,000	\$46,001 - \$73,600
7	\$29,500 - \$49,150	\$49,151 - \$78,700
8	\$31,400 - \$52,350	\$52,351 - \$83,750

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STEP 1

Review Section 3 Plan & Procedures

STEP 2

Review the following Section 3 Documents:

- 1 Section 3 Clause Acknowledgement
- 2 Section 3 Business Certification, or
- 3 If not a Section 3 Business, the Contractor must make a written commitment by submitting a **Section 3 Economic Opportunity Plan [EOP]**

STEP 3A-For Section 3 Business Concern:

Submit Section 3 Clause Acknowledgement and Section 3 Business Certifications.

****Upon evaluation by the City:**
Section 3 Coordinator acknowledges whether documents are complete, and includes the contractor on the list of Section 3 Businesses for contracting opportunities.

****Applicable to Steps 3A & 3B**

STEP 3B- For a Business Submitting an EOP with BID Documents:

Complete & Submit Section 3 documents as listed above with your rehabilitation/construction Bid package.

For Construction Projects:

Mail or Deliver by the published deadline to: City of Pomona, 505 S. Garey Avenue, Pomona, CA 91769.

Original copy to - Finance Dept., Attn- Purchasing Manager; and, a **Copy** to Housing Division, 1st Floor, City Hall, Attn: Section 3 Coordinator

For Housing Projects: Mail or Deliver by the deadline to the Property Owner with a copy to: Housing Division, 1st Floor, City Hall, Attn: Section 3 Coordinator.

STEP 4

City staff completes the Bid Evaluation Preference process, and will provide an approval notification to the selected bidder within the number of days specified in the "Request for Bid".

Note: Preference is given to a responsive Bidder that:

- 1- provides a "reasonable bid" and is a qualified Section 3 Business Concern, or
- 2- provides a "reasonable bid" and commitment by submitting an Economic Opportunity Plan.

STEP 5

Contractor and his/her/her subcontractors fulfill their commitments under the approved Economic Opportunity Plan, if submitted with the bid.

STEP 6

POST Construction Reporting

Prior to the release of the 10% retention, Contractor/Subcontractor submits the following 4 Section 3 reporting forms:

1. Business Certification with documentation
2. Resident Certification with documentation
3. Compliance Report, including the applicable Contract/Subcontract Activity & Amounts
4. Copies of the Noticing Forms used in your advertising process [See Sample: Section 3 Commitment Notice and Opportunity Notice]

SECTION 3 CLAUSE ACKNOWLEDGEMENT

Contractor/Subcontractor Name:

**His/her Clause is to be included in all Section 3 covered contracts and signed by
the contractor and his/her/her subcontractor:**

- a. The work to be performed under his/her contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to his/her contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of his/her contract, the parties to his/her contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under his/her Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions: and the anticipated date the work shall begin.
- d. The contractor agrees to include his/her Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in his/her Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of his/her contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under his/her contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to his/her contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3 BUSINESS CERTIFICATION

Name of Contractor _____

Address _____

Telephone No. _____ Cell No. _____

Check below and attach the following documentation as evidence of status:

51 percent or more is owned by Section 3 Residents

- ☐ Total number of owners and number of owners who are Section 3 residents
- ☐ Section 3 Resident Certification Form

30 percent of the permanent full-time employees are currently Section 3 Residents or were Section 3 eligible residents within 3 years of the date of first employment with the contractor

- ☐ Number of all current full-time employees and number of employees claiming Section 3 status
- ☐ Section 3 Resident Certification Form [dated less than 3 years from date of project]

The contractor commits to subcontract with a minimum of 25 percent of the total dollar amount of all subcontracts to Section 3 eligible businesses

- ☐ List of Subcontracted Section 3 businesses and subcontract amount

Note: Within the project's duration, the contractor must submit the following evidence of Section 3 Business Contracts Awarded:

- ☐ Total number of owners and number of owners who are Section 3 residents
- ☐ Number of all current full-time employees and number of employees claiming Section 3 status
- ☐ Section 3 Resident Certification Forms

Section 3 Resident

Section 3 Resident is a person living in Los Angeles County who is a Public Housing resident or who is defined as low income. Low income is defined as a household with an income that does not exceed 80 percent of the area median income [AMI] as adjusted by HUD for the Los Angeles County areas.

80% or below AMI**

1 person	\$ 44,400	5 persons	\$ 68,550
2 persons	\$ 50,750	6 persons	\$ 73,600
3 persons	\$ 57,100	7 persons	\$ 78,700
4 persons	\$ 63,450	8 persons	\$ 83,750

Print Name:	Title:
Signature:	Date:

The purpose of the HUD-Section 3 Act is to provide *economic opportunities* to residents and businesses within neighborhoods receiving HUD funding for housing and community development activities. [24CFR, Part 135]

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Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th
Street, 337-339 West Street, Bid Specification No. 1600.3

SECTION 3 RESIDENT CERTIFICATION FORM
(Employment: Pomona Residents Only)

TO BE COMPLETED BY EMPLOYER							
Project Name:				Project Number:		Contract Number:	
Company Name: Address: City/State: Zip:						Date Completed:	
Person Completing His/her Form:		Telephone Number:		FAX Number:		Email Address:	
Check (✓) One							
Jan. – March	☐	April – June	☐	July – Sept.	☐	Oct. – Dec.	☐

TO BE COMPLETED BY EMPLOYEE:

I certify that I am a Section 3 Resident based on the following qualification: **(please check one that applies)**

☐ I am a Public Housing Resident of _____
(Indicate Name of Public Housing Unit)

☐ I am a low-income resident of the City of Pomona. My Total Housing Income last year was not greater than the amount noted below (based on the number of persons in my family):

Check the box that applies

**Family Size (Number in Household
than)**

Household Income (less

☐	1 Person	\$44,400
☐	2 Persons	\$50,750
☐	3 Persons	\$57,100
☐	4 Persons	\$63,450
☐	5 Persons	\$68,550
☐	6 Persons	\$73,600
☐	7 Persons	\$78,700
☐	8 Persons	\$83,750

I further certify that the information provided is true and accurate. I agree to provide any documentation (**as requested**) that confirms the accuracy of my Family Size and Total Household Income for the Year noted.

Print Name:		Date Hired:	
Address:		Pomona, CA	Zip:
Signature:		Date:	

The purpose of the HUD-Section 3 program is to provide *economic opportunities* to residents and businesses within neighborhoods receiving HUD funding for housing and community development activities. [24 CFR Part 135]

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SECTION 3 ECONOMIC OPPORTUNITY PLAN

4. Business Name: _____

5. Name of Project: _____

6. Project Amount: _____

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor's Signature and Title

Date

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SECTION 3 Compliance Report
 Economic Opportunities for
 Low- and Very-Low Income Persons

NAME OF CONTRACTOR:	NAME OF PROJECT:	AMOUNT OF CONTRACT:
	CONTACT PERSON:	PHONE:
	DATE REPORT SUBMITTED:	

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 RESIDENTS	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	NUMBER OF SECTION 3 EMPLOYEES AND TRAINEES
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Total:					

Part II: Contracts Awarded to Section 3 Businesses (Subcontractors, Suppliers, Vendors, Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%

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PART III. SUMMARY

1. Indicate the efforts made to direct the employment and other economic opportunities, to the greatest extent feasible, toward low- and very-low income persons. *(Indicate all that apply and attach copy of notices, mailings, advertisements, communications, and other documentation to support the efforts made)*

- ☐ Trained and/or Employed Section 3 Residents equal to ____ (%) of the aggregate new hires. (Attach Resident Certifications)
- ☐ Sub-contracts awarded to Section 3 Business Concerns equal to ____ (%) of the total contract amount. (Attach Business Certifications)
- ☐ Entered into first source hiring agreement
- ☐ Sponsored a HUD-certified "Step-up" employment and Training Program.
- ☐ Advertised the training and employment positions by distributing flyers.
- ☐ Arranged assistance in conducting job interviews and completing job applications for residents.
- ☐ Conducted job interviews at housing development site or within the neighborhood or service area. (Attach list)
- ☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)
- ☐ Consulted with State and/or local agencies administering training programs.
- ☐ Advertised through local media, television, radio, newspaper, other. (Attach copy of advertisement)
- ☐ Others, described below:

2. If no Section 3 Resident was hired, identify impediments that interfered with hiring a Section 3 Resident.

Name and Position

Signature

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NOTICE OF SECTION 3 COMMITMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with the City of Pomona for a Section 3 “covered” Federal grant program from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding a contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	1. Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____, _____ at (_____) _____
Contact Person's Name Title

His/her notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of his/her notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____
(Signature)

(Date)

(Title)

SECTION 3 EMPLOYMENT AND BUSINESS OPPORTUNITY NOTICE

The undersigned currently holds a contract with the City of Pomona for a Section 3 “covered” Federal grant program from the U.S. Department of Housing and Urban Development or a subcontract with a prime contractor holding a contract. A list of the covered Federal grant programs is provided in the attached definitions.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, we are pleased to announce construction employment opportunities for low-income City of Pomona residents, and building construction contract and or subcontract opportunities for qualified Section 3 Business Concerns located within Pomona, or the greater Los Angeles County Area, or employing low-income Pomona residents.

PROJECT LOCATION: _____

ESTIMATED START OF CONSTRUCTION: _____

CONSTRUCTION TRADE EMPLOYMENT OPPORTUNITIES:

No. and Types of Trades Needed		Experience Required

OTHER EMPLOYMENT OPPORTUNITIES:

No. and Types of Employment		Experience Required

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Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street, 337-339 West Street, Bid Specification No. 1600.3

CONTRACT AND SUBCONTRACT OPPORTUNITIES:

If your business is located in the City of Pomona, and/or you employ low-income individuals residing in or near the project area, you may qualify as a Section 3 Business Concern.

Types of Construction Contract/Subcontract Opportunities:

If you have work experience in the construction trades or jobs listed above, or if you would like inquire about contract opportunities, call _____ (Contractor/Subcontractor)
_____(Contact Name) at
_____(Contractor's or Subcontractor's Tel.No.) for an employment or bid application.

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APPENDIX C
CITY OF POMONA
REHABILITATION STANDARDS

APPENDIX C – CITY OF POMONA REHABILITATION STANDARDS
Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
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ADOPTED BY THE CITY OF POMONA HOUSING DIVISION

A. GENERAL

1. These Standard Performance Specifications shall apply to the job covered by the “Description or Work to be Performed” (the work write-up). The work write-up shall take precedence over the specifications.
2. The “Agency” as noted, is the City of Pomona Housing Department, Rehab Division.
3. All material, supplies, cost of permits, plans and labor to complete the attached specified rehabilitation or repairs, shall be the responsibility of the Contractor unless specified herein to be furnished “by others”.
4. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or catalog number. His/her procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers.
5. The Contractor shall furnish a list of any proposed substitutions for approval, prior to the signing of the contract. **No substitutions shall be used without agency authorization.**
6. All materials and each part of the work shall be subject at all times to inspection by the Agency. The Contractor will hold to the true intent of the specifications in regard to quality of material, workmanship, and the diligent execution of the contract. No work as described in the Uniform Building Code as adopted by the City of Pomona shall be concealed without first being approved by the Agency or its representative.
7. All work shall be executed by skilled craftsman, licensed where applicable per the requirements of the California State License Board, journeyman in their trade and in accordance with the accepted practices of the industry. All work shall be of the highest standards and methods.
8. Any drawing or sketches, which may be attached to or furnished with the “Description of Work to be Performed” are intended to clarify or further describe the job. Should a contractor find discrepancies in or omissions from these drawings or sketches, or should he/she be in doubt as to their meanings, he/she should contact the Agency for clarification. Because of the nature of the work being done, some details, sketches, or drawings may be “typical”; grades, dimension and exact existing conditions may need to be verified at job site; they do not show all the work required.
9. Where work involves colors, the Contractor will provide the Owner(s) with samples of all colors for the particular item (roofing, stucco, paint, stain, flooring, etc.), and the Owner(s) will select the color and finish by initialing the color sample and state for what/where (exterior, interior, fascia, soffitt, trim doors ceilings, wall, etc.). A Maximum of two colors may be selected for exterior and interior. Additional colors may be selected at Owner’s Expense. Once the Contractor has purchased mixed primer/paint and/or has started work, if the Owner(s) change their mind on color(s), they will pay an additional cost for material and labor.
10. Unless specifically noted, all construction methods and materials used shall strictly conform to the requirements of the most recently adopted applicable Building Codes, Electrical Codes, Mechanical Codes and Plumbing Codes as adopted by the City of Pomona.
11. An initial inspection of possible work sites shall be conducted by the Agency to determine if a main or secondary structure has been added onto, enlarged, altered, or repaired without the benefit of permits or inspections.
12. The Contractor shall obtain and fill-in necessary information on all warranties where applicable, for manufactured products, and material and/or labor used in connection with the “Description of Work to be Performed”. The Contractor shall deliver the original warranty to the Agency where appropriate copies will be made and then deliver the original to the Owner upon completion of the work.

APPENDIX C – CITY OF POMONA REHABILITATION STANDARDS

Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street, 337-339 West Street, Bid Specification No. 1600.3

13. The Contractor shall endeavor to keep the premises clean and orderly during the course of the work. Site shall be picked up and left broom clean at the end of the workday. Immediately at the end of the work, the Contractor shall remove rubbish, refuse, and unused materials from the premises and street. Prior to final inspection, the Contractor shall remove all plaster and paint smears and drops, clean all windows, screens and doors, finish hardware and plumbing fixtures, polish all chrome, clean and polish all counter tops and floor covings throughout, new or old.

B. TERMINOLOGY

When used in Rehabilitation Standard Specifications, or the “Description of Work to be Performed”, (the work write-up), these definitions shall apply:

Install	The item referred to shall be provided and installed with all necessary hardware, trim fittings and material necessary to make ready for use. All materials shall be new.
Replace	The existing item referred to shall be removed and disposed prior to installation of the new item.
Trim	When used in conjunction with painting, trim includes roof vents and pipes, eaves, molding, casing, underside of garage doors and any item other than walls or ceilings.
Repair	The item referred to shall be restored to its original condition by replacing a part or putting together if torn or broken. The item shall be brought back to a sound state (like new).

C. DEMOLITION, CLEARING AND GRUBBING

His/her work shall be executed in a safe, orderly manner, and in accordance with applicable codes.

1. The Contractor shall protect existing materials and apparatus from damage and shall repair damage caused by them at no cost to the Owner. Any accumulation of weeds, vegetation, trash, debris, broken/discarded furniture, household equipment or abandoned vehicles shall be cleared from site.
2. Remove trees and plant material, with owner’s approval, from areas to be cleared. Maintain protection of trees and plant materials, which are to remain until completion of work.
3. Debris shall not be allowed to accumulate.
4. At the completion of demolition work, floors shall be left broom clean and ready for other trades to start work.

D. EARTHWORK

1. Placing of footing and foundations on earth fill will not be permitted. Fill excess cuts under footings and foundations with concrete under slabs with tamped gravel. Excavations for footings shall be neat and trenches accurately cut to depths and grades shown on drawings. In the absence of drawings, code requirements shall govern.

E. CONCRETE

1. The minimum ultimate compressive strength of concrete at 28 days of cure shall govern its usage.
2. Exterior concrete slabs shall be 4 inches minimum thickness for light vehicle traffic and 6 inches for medium/heavy traffic under Pomona City Ordinance 3444, Section 8. Exterior concrete flat work and garage floors shall be pitched for drainage.

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3. Exterior slabs shall be scored every 6 feet and shall be provided with expansion joints every 30 feet to full depth of slab.
4. Where concrete porches, steps and other concrete work is in contact with wood members, metal flashing or solid sheathing and 15 lb. Felt shall be installed, or wrap and scratch coat applied.
5. Minimum width for driveway shall be 10', and sidewalks 3' (if installed new); or if replaced, they shall match existing only if existing is wider.
6. All exterior concrete surfaces shall be a light broom finish with expansion joints approximately every 12' (fiber mineral), with a slope for drainage away from structure and property.
7. All flat concrete with 1/8" or larger cracks between slab and footing/foundations shall be filled with clear silicone sealant.

F. MASONRY

1. Solid masonry shall be laid in full bed and head joints.
2. Hollow masonry shall be laid with mortar applied to bed and head joints of face shells except that the first course shall be laid in a full mortar bed.

Construction

3. Foundation walls and piers supporting wood frame construction shall extend at least 6 inches above finish grade and be provided with vent screens and crawl space cover.
4. Exterior piers, if hollow masonry, shall have cells filled with concrete grout. Height above grade shall not exceed three times the least dimension unless reinforced. Design and construction of all piers shall comply with the requirements of the Uniform Building Code as adopted by the City of Pomona.
5. All masonry and uniform masonry veneer shall be supported on masonry, concrete or steel. All masonry construction including reinforced masonry shall comply with all applicable codes and shall have prior design approval by the Agency.
6. Masonry chimneys shall be properly reinforced and anchored to building frame. Interior chimneys are excluded from anchoring to building frames.

G. DAMP-PROOFING AND WATER-PROOFING

1. Basements and habitable spaces below grade shall be designed and constructed so as to be adequately protected at all points against moisture penetration.
2. Suitable access curbs shall be provided at all crawl holes to eliminate flooding under floors due to surface run-off.

H. STRUCTURAL STEEL

1. Design and fabrication of structural steel shall be in accordance with A.I.S.C. specifications.
2. Bearing plates, ¼ inch minimum thickness, shall be installed where beams or girders rest on masonry and shall be bed in at least ¼ inch mortar.

3. Columns supporting wood beams or girders shall have a suitable column cap installed. The column cap shall be anchored to the beam. The column base shall be securely anchored with full bearing on concrete or masonry.

I. GUTTERS AND DOWNSPOUTS

1. Metal gutters and downspouts shall be at least 26 gal. Galvanized sheet metal, .027 inch aluminum or .025 inch copper. All exposed gutters and downspouts shall be primed and painted with a suitable primer and with at least two coats of suitable exterior grade paint.
2. Gutter shall be pitched to downspouts at 4 feet o.c. maximum.
3. Joints at corners and splices of metal gutters shall be suitable watertight joints.
4. Install strainers at head of downspout when connected to an underground drain.
5. Downspouts shall be fastened at top and bottom and at each 6-foot interval. Downspouts shall be directed to an underground drain or onto suitable splash blocks and drain away from structure.
6. Vinyl gutters and downspouts may be used.

Flashing

7. Exposed or applied flashing shall be 26 gal. galvanized sheet metal or .02 inch copper.
8. All exposed galvanized sheet metal shall be primed and painted with an approved metallic, corrosion-resistive paint.
9. Heads, jambs and sills of new openings shall be suitably flashed and caulked.
10. Pipes projecting through roof shall be flashed with factory made roof jacks and shall have joints sealed with mastic.

J. CARPENTRY

Framing

1. All structural framing lumber shall be construction grade or better.
2. No wood shall be in contact with earth or within 6 inches of finish grade.
3. Minimum bearing for joists framing into masonry shall be three inches. Joists framing into masonry shall be preservative treated or shall be redwood, foundation grade.
4. Studs shall be continuous without splicing and shall be sufficiently anchored to sill and top plates.
5. Top plates shall be double 2x4's. Plates shall be lapped at the corners and lapped or anchored to principal intersection partitions. Splices in lower member of top plate shall occur over studs, and in upper member at least 4 feet away from splice in lower member.
6. All new additions or remodeled rooms shall meet the minimum requirements of 7'6" ceiling height and 7' width in any room dimension.

Sub-flooring, Underlayment and Sheathing

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7. Sub-flooring shall be waferboard, plycore of grade “C-C” or better; or other approved materials. Minimum thickness shall be $\frac{3}{4}$ inch where joists are spaced at 16” o.c. edges shall be continuously supported.
8. Minimum thickness for sub-floor boards supporting wood strip flooring shall be $\frac{3}{4}$ inch: minimum width shall be 6 inches.
9. Minimum thickness of underlayment of resilient flooring shall be $\frac{3}{8}$ inch for plywood and $\frac{3}{8}$ inch for hardboard. Plywood shall be underlayment grade or better. Exterior grade approved for moisture areas, such as bathrooms, kitchens and laundry rooms.
10. Sub-floor boards used as base for adhesive applied resilient flooring and ceramic tile shall have a minimum thickness of $\frac{3}{4}$ inches, unless separate underlayment is provided.
11. Exterior grade plywood shall be used where exposed to weather or where necessary for structural purposes.

Stairs

12. Design and construction of stairways and exits shall conform with the provisions of the Uniform Building Code as adopted by the City of Pomona.
13. Wood stairs shall be hardwood or vertical grain kiln-dried softwood.
14. Finish lumber shall be kiln-dried, free from marks and defects and shall be of a species suitable for its intended use.
15. Stringers shall have solid bearing top and bottom. Top of stringer shall have not more than 4 inches bearing or be adequately anchored to header. Exterior stair shall bear upon top of slab or on bottom step constructed of concrete.
16. When distance between stringers exceeds two feet, six inches, (2’6”), a center stringer shall be installed.
17. Existing stairs, raised porches, balconies and landings shall have the required handrails, guardrail and intermediate railings in good condition, free from defects or deterioration.

K. ROOFING

1. Roofing installations shall be in accordance with the Uniform Building Code, Chapter 15, and as per recommendations of the manufacturer. New roofs shall be guaranteed watertight for 5 years in addition to the manufactures warranty on roofing material.
2. Each bundle of asphalt shingles shall be delivered to job site with seals unbroken and labels intact. Labeling shall indicate compliance with Underwriters Laboratories, Inc. 235# Class C label or equivalent standard.
3. Roof underlay shall not be less than 15-lbs. asphalt saturated felt.
4. Rolled roofing to be minimum 90# cap sheet and must bear a Class “C” underwriters label. One (1) 90 # cap sheet to be installed over two layers of 15# felt paper, saturated with at least 20# of hot mopped tar between layers. All base sheets are to be well nailed with approved galvanized nails.
5. A suitable starting course providing double thickness at eave shall be used for all shingle applications.
6. Wood shingles and wood shakes shall not be allowed for replacement or new installation.
7. At the juncture of the roof and vertical surfaces, flashing and counter flashing shall be provided. Perimeter edges of all existing roofs shall be protected with metal stripping when re-roofing.

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8. Old composition roof covering shall be completely removed. Removal of other types of roofing material will be determined by the inspector. Inspection approval is required prior to installation of new roofing. Existing roofs and roofing material shall be free from leaks or hazards.
9. All roofs shall be provided with adequate ventilation in a manner that complies with the Uniform Building Code.

L. WINDOWS, GLAZING AND GLASS DOORS

1. Glass shall be at least “B” grade, double strength for areas up to 12 square feet. Thickness shall be as recommended by manufacturer for the specific use. All bathroom windows shall be glazed with obscure glass.

Replacement of windows to be in accordance with California Title 24 guidelines. Any new windows, skylight, glass doors or other fenestration installed as part of an alteration must have a rated U-value of 0.75 or less. All windows to meet the manufacturing specifications of Milgard window products or equal. These specifications are for products with aluminum frames. All window products being installed will be clearly labeled with the U-value rating.

Provide headers, trimmers and flashing, patch and paint adjacent wall surface to match existing. All aluminum windows shall be anodized, International, Hi-Lite or equal.

2. Installation of windows shall comply with the recommendations of the manufacturer. Hardware shall be installed and suitable means of locking shall be provided.
3. Newly installed or remodeled windows shall meet the requirements for proper sill height, light and ventilation.
4. Iron, steel or aluminum safety bars/grids installed over bedroom or sleeping room windows shall have quick release mechanism operable from the interior of the room.
5. New or existing glass doors, shower doors and frames shall be free from defects, broken glass or deterioration. Doors shall operate smoothly in their respective frames.
6. Glass set in wood shall be secured in place with springs or glazing points, wood to be primed and painted, and face-puttied. In doors, glass shall be bedded in with putty and secured with stops.
7. Glass set in metal with glazing clips shall be back-puttied or set in neoprene glazing bed with putty appropriate for purpose.
8. At completion of work, glass must be, whole, clean, free from cracks and rattles. Glass with frosted or etched finish shall be cleaned within 24 hours after setting.
9. Screens shall be tight fitting, easily removable and constructed of an approved material.

M. INTERIOR AND EXTERIOR FINISHES

1. Where wall coverings are specified, the Contractor’s estimate shall include the cost to make framing members comply with minimum standards. The estimate shall include the cost to install new moldings, trim, base boards, primer and paint for new drywall, plaster and paneling.
2. A framing inspection is required before wall or ceiling covering is replaced. On all rooms that have new wall and ceiling covering installed with drywall, plaster or paneling, the estimate shall include price to install new moldings, trim, base boards, primer and paint.

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3. All existing moldings are to be removed and plaster grounds installed.
4. Install plaster rings on all electrical outlets, or reset outlet boxes to new surface levels.
5. All new interior wall coverings shall include painting, except pre-finished paneling or wall covering.
6. Minimum thickness, maximum support spacing, applications and nailing for wall finish materials shall be in accordance with recommendations of manufacturer or acceptable standards.
7. Wall and ceilings shall be finished level and corners shall be plumb and straight.
8. Wall finish in a shower compartment, around bathtubs or in other areas susceptible to moisture, shall be waterproof material. Corner joints at bathtub, top edge of wainscot and at intersections with other materials shall be caulked and suitably protected. No Marlite or like products will be used.

Tile showers can be wet-set or applied over approved materials such as cement board products.
9. Plaster material shall be standard, commercial brands. Mix and application shall be in accordance with trade specifications.
10. Install suitable plaster grounds of required plaster thickness at openings and at intersection of walls and floor.
11. Internal angles shall be reinforced with expanded metal lath of cornerite having not less than 2 inch legs, or of woven or welded-wire fabric of equivalent strength. External angles shall be protected with corner bear.
12. For gypsum or fiber lath, reinforce corners of all openings with strips of metal lath (approximately 6/8 inches) installed at 45 degrees.
13. Perforated lath supported by clips shall not be used for ceiling installations.
14. Gypsum lath shall not be used as a base for Portland cement plaster.
15. When interior walls or ceilings are indicated for repair, they shall be repaired and finished to match existing surfaces.
16. All existing interior walls and ceilings shall be sanitary and free from mildew or any deterioration.

Drywall, Hardboard and Plywood

17. Gypsum drywall shall be installed with all external corners protected with metal corner bead. All drywall installed shall be taped, mudded, sanded and textured to an even surface.
18. Minimum thickness for gypsum drywall applied directly over framing members shall be ½ inch.
19. Minimum thickness for hardboard shall be 1/8 inch over solid backing, and ¼ inch thickness over open framing with supports spaced not more than 16 inches o.s.
20. Minimum thickness of plywood applied directly to wall framing members shall be ¼ inch.
21. Maximum spacing of supports for ½ inch fiberboard shall be 16 inches o.c. For ¾ inch fiberboard, maximum support spacing shall be 24 inches o.c. Minimum thickness of fiberboard applied directly to wall framing member shall be ½ inch.
22. Provide solid backing for all edges of panel wall finish materials. Specify quality or price of panels.

Exterior Finishes

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1. Building paper should be installed over studs of sheathing of all exterior walls housing habitable areas.
2. Butt joints of siding shall occur over studs; joints in adjacent pieces shall be staggered.
3. When repair or replacement of exterior siding is indicated, replace with siding to match existing. Prime and paint to blend with existing.
4. Plywood siding shall be exterior grade and shall bear an approved label.
5. All new woodwork, doors, windows, frames, fascia, trim, etc. shall be primed and painted.

Stucco

6. Stucco shall be applied, set, fogged, damp cured and finished as per the Uniform Building Code, Chapter 25, as adopted by the City of Pomona and in accordance with acceptable standards and workmanship.
7. Stucco shall not be applied when the temperature is below 40 degrees fahrenheit or when temperature is not expected to remain at 40 degrees or higher until initial set.
8. Metal lath for stucco shall be galvanized.
9. Three-coat stucco application shall be used over wood frame construction. Two-coat application may be used over masonry surface.
10. Minimum thickness of hand applied, two-coat stucco work shall be 5/8 inch. Minimum thickness of machine applied work and hand applied, three-coat work shall be 7/8 inch.
11. Stucco shall be clean and sound after all related work has been completed. There shall be an inspection after the scratch and brown coat applications.
12. Painting around set work and trim, and repairing of damaged sections shall be performed in an acceptable manner. Painting and repairs shall match existing work in texture and color.
13. When structure is to have lath and stucco over existing siding, the contractor is required to remove all door and window casings, and replace with 7/8 inch metal trim millcore or stucco mold. The estimate shall include price for replacement and installation of existing vents, access doors, and to provide minimum ventilation to under floor and attic areas. When exterior wall covering is altered or replaced, the Contractor shall exercise care to insure that new trim at doors and windows are installed so that existing screens and screen doors fit properly, or the Contractor shall install new screens and screen doors.
14. NOTE: A surface inspection is required after sandblasting and before re-stuccoing.
15. Color coat shall be uniform and sufficient to cover. Surface color is to be selected by the owner.
16. Upon completion of interior or exterior plastering or painting, all residue is to be thoroughly removed from doors, windows, frames, screens and other affected areas. All windows are to be cleaned prior to final inspection.

N. CABINETS AND MILLWORK

Doors

1. Exterior wood doors shall be of solid construction and shall not be less than 1 ¾ inches in thickness except that service and garage passage doors may be 1 3/8 inches.
2. Exterior doors shall be weatherproof and watertight and a suitable watertight threshold shall be provided.

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3. Interior passage and closet doors shall not be less than 1 3/8 inches in thickness, except as indicated otherwise in drawings or work write-up.
4. All interior doors shall be hinged for removal.
5. Existing doors jambs and hardware shall be free from breakage, damage or deterioration. Replaced when indicated.
6. All door installations shall include new hinges, locksets, latches, thresholds, doorstop and all necessary trim. Door shall fit opening and operate properly. Include repair, patching and painting of all areas affected by the installation.
7. Any door opening from a garage into a pool area shall be equipped with a self-closing, self-latching device and alarm as per UBC requirements.
8. Doors situated between a garage and living space shall be self-closing one-hour fire rated as per UBC requirements.

Doors and Locksets

9. Entry door – 1-¾” solid core, three 3-1/2” x 3-½ “ butt hinges, Westlock model #800, Schlage model #A105, or equal.
10. All exterior doors and garage passage doors to be fitted with 1-inch deadbolt, Yale model #197 or equal.
11. Passage door – 1-3/8” hollow core, two 3-½“ butt hinges, Westlock model #810. Schlage model #A405, or equal.
12. Bathroom Door – 1-3/8” hollow core, two 3-½” x 3-½” butt hinges, Westlock model #810. Schlage model #A405, or equal.
13. Screen Door – Empire model numbers #1020, 6900 or 6923, or equal; with latch set and pneumatic door closer.
14. Combination Door – “BelAire” flush type Arizona, or equal. 1-3/8” thick, two 3-½” x 3-½” butt hinges or 1-¾” thick, three 3 ½” x 3 ½” butt hinges. Westlock model #830, Schlage model #A5WD, equal.
15. All doors shall be primed and painted unless otherwise specified by the Agency.

Garage Doors

Minimum 24 gauge Steel Frame Construction, four section roll-up (Stanley or better). Door width shall exceed the opening width by a minimum of 1" on each side. Finish trim seal shall be applied around perimeter of opening.

Installation of new garage hardware or replacement hardware shall comply with California Statement Assembly Bill #772 which directs the Commission of Housing and Community Development to change appropriate rules and regulations in ways that, "ARE REASONABLE NECESSARY TO PREVENT THE DEATH OR INJURY OF PERSONS OR DAMAGE RESULTING FROM THE BREAKING OF GARAGE DOOR SPRING."

Shower Doors

Shower Doors – Sterling 1070 C Series bi-pass Seal around frame and walls.

Shower Stall – Sterling 1502 Series or equal.

Tub Enclosure – Keller 300 or equal – Seal around frame and walls.

Security Bars – Per code requirements.

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Cabinets and Countertops

16. Existing cabinets and countertops shall be free from damage, broken doors, missing shelves, hardware and coverings. Replace or repair when indicated.
17. Construction and installation of wood and metal cabinets shall be in accordance with acceptable standards. All cabinets shall be shop-fabricated casework. All necessary hardware and installation shall be included in price. Cabinets shall be finished as per specifications or have exterior pre-finished by manufacturer.
18. Minimum gauge of steel for metal cabinets and grade of wood for cabinets shall be suitable for its intended use.
19. All specifications for proposed cabinets shall be submitted with the bid package.
20. Minimum depth of wall shelves shall be 11 inches. Minimum depth of base cabinets shall be 24 inches.
21. Shelving shall be securely braced against warping or sagging. Provide an intermediate support for shelves over 4 feet long.
22. Countertop finish shall be waterproof, corrosion-resistant material. Countertop installation shall be suitable for its intended use.
23. A 3-inch minimum cover backsplash shall be provided where countertop abuts wall or built-in cabinetwork.
24. All edges including sink and surface units shall have suitable protective edging installed.
25. Cabinets shall be erected straight, level and plumb, and securely anchored in place. Scribe and closely fit cabinets to adjacent work. Cabinets shall be finished on interior.

Trim

26. Finished lumber shall be dressed free of tool marks and objectionable defects. Grade shall be suitable for its intended use.
27. Replacement and installation of new cabinets, trim or molding shall match existing in profile or otherwise be reasonably appropriate upon finished installation.

O. FLOORING

1. Floor framing and sub-flooring construction shall comply with Section 8 housing quality standards.

Resilient Flooring

2. Surfaces to receive resilient flooring shall be clean, dry, smooth, even and without defects. Underlayment required over wood flooring.
3. Vinyl Flooring shall not be less than 3/32 inch thick with wearing surface not less than 3/64 inch thick.
4. Apply adhesive and lay flooring in accordance with manufacturer's standard specifications.
5. For installation of resilient flooring on slab-grade, adequate precautions shall be taken to protect against moisture penetration.
6. Provide and install new base shoe molding where needed.

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7. After floors have set sufficiently to allow floor covering to become seated, clean flooring with recommended neutral cleaner. Upon completion, leave floors and base clean, smooth and free from buckles, cracks and projecting edges.
8. Existing floor covering shall be removed and replaced when found to be in a deteriorated or unsanitary condition. Provide underlay of tempboard, plywood or masonite when sub-flooring is in such a condition to warrant. Underlayment in bathrooms, kitchens and laundry rooms shall be of water-resistant material and is to be installed under toilets and standing tubs.
9. Linoleum – “Armstrong”, “Castilian”, “Kentile”, “Spring”, “Congoleum”, “Pasemake”, or equal.
10. Adhesive: As recommended by manufacturers.
11. Leveling compound and crack filler: As manufactured by Aetna Manufacturing Company for concrete floors, or equal.
12. Samples – Submit a complete range of colors and types for the owner’s selection. Owner shall retain one of each color and type selected. All material placed in the building shall match samples. Substitution of floor coverings must be cleared with the Agency and homeowner before installation. All old moldings are to be removed and new moldings are to be installed and finish applied to surface.

P. CERAMIC TILE

1. Mosaic, Franciscan, Hunting, or equal. Submit a complete range of colors and types for the owner’s selection. The owner shall retain one of each color or type selected. All material placed in the building shall match such samples.
2. Adhesive, primer, caulking compound and prepared grout, when used, shall be as recommended by the manufacturer of the tile and shall be in accordance with manufacturer’s standard specifications.
3. Cement plaster application over wood frame construction shall be three-coat work. Two-coat, double-up work may be used over masonry bases. Scratch coat and plumbcoat (setting bed) shall have a minimum thickness of ¾ inch total. Minimum thickness of skim coat, 1/8 inch.
4. Ceramic floor tile installation shall have setting bed not less than 1-¼ inches. Sub-floor shall be covered to resist moisture.
5. Floor tile operations shall wait until wall tile setting has been completed when both are to be applied in the same space.
6. Damp cure after grouting approximately three days. No foot traffic shall be permitted over finished floors less than 48 hours immediately after installation.
7. Upon completion, all tile floor and wall surfaces shall be thoroughly cleaned in such a manner as not to damage the glazed surface.
8. Protect finished work while plastering and grinding is in progress.
9. Ceramic tile shall be applied over waterproof cement surfaces only.

Q. ACOUSTICAL WORK AND INSULATION

1. Acoustical material shall be high quality standard commercial brands and shall be installed in accordance with manufacturer’s specifications.

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2. Priming of surfaces and application of acoustical material shall be in strict accordance with specifications of the manufacturer.
3. Adhesive, if used, shall be special non-staining waterproof type that is resistant to alkaline solutions.
4. On uneven surfaces, acoustical material shall be mechanically fastened to leveling strips. (Inspection and approval will be required prior to installation).
5. Acoustical material to be installed over plaster, shall not be applied until plastering is completed and thoroughly dry.

Insulation

6. Thermal insulation material shall be delivered to the job site with seals unbroken and labels intact. A minimum of R-30 attic space insulation. All new construction will have a minimum of R-13 wall insulation for 2 x 4 construction. Any walls that are opened for repair will be properly insulated according to the framing size. **Inspection will be required prior to covering any opened wall framing.** Energy calculations for all new additions are required before a building permit will be issued.
7. Blowing or pouring type insulation shall be installed in attic space if roof slope is less than 3 / 12 pitch.
8. Insulation material shall not readily absorb or retain moisture and shall be non-combustible and shall not attract insects or vermin.

R. ROUGH FINISH HARDWARE

1. All hardware (rough and finish) shall be standard brands and fully suitable for the intended purpose.
2. Finished hardware shall fit perfectly, be uniform in color and free from imperfections affecting serviceability or marring appearance.
3. The installation materials of finished hardware shall be performed in a workmanlike manner in accordance with the standards of the relevant trade.
4. In existing structures, new hardware shall match existing. A suitable lockset and latch shall be installed on each door.
5. Doors provided for openings to a bathroom or toilet compartment shall be provided with suitable privacy lockset. Doors shall provide a tight fit in the frame.
6. Window units shall have suitable means of locking.
7. Finished hardware shall not be installed until after surface finishing is complete.
8. Provide solid stops for all doors where hardware or door will strike a finished wall or fixed equipment.

S. PAINTING – COLOR SELECTION

1. **Policy**
 - a. Prohibited Use of Lead-Based Paints. The use of paint containing more than one percent lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints is prohibited. All contractors and subcontractors engaging in rehabilitation activities will comply with the Lead-Based Paint Regulation under #24 CFR Part 35, requiring:

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- i. the prohibition of immediate lead-based paint hazards in residential structures.
- ii. the elimination of immediate lead-based paint hazards in residential structures.

2. Painting of Stucco Surfaces

- a. Remove all loose, peeling paint
- b. Water blast or scrub surfaces to remove chalk, dirt, dust
- c. Trench around building where stucco continues below grade
- d. Fill cracks 1/16" or less with caulking – over 1/16" gouge cracks, wet and fill with matching stucco patch.
- e. Prepare holes and chips; wet, and fill with stucco patch feather with rubber float.
- f. Wire brush deteriorating stucco or apply one part muriatic acid to two parts water, fully neutralize and seal with stucco sealer.

Paint

- g. All trim, under eaves, porch ceilings, rafters, sashes, jambs, shutters, fascias, doors and posts using semi-gloss vinyl acrylic paint.
 - h. Siding and stucco with paint appropriate for surface type.
 - i. Remove all oversprays, spills, trash and trimmings refill trenches and touch up for a clean, professional job.
3. If interior painting is indicated, repair all cracks in walls and ceiling of all rooms being repainted. Use proper type of patching material for areas being repainted. Use proper type of patching material for areas being repaired. Fill cracks solid and blend in repaired areas with texture of surface being repaired. Prime patched areas prior to painting. When painting of walls and ceilings of a room is specified, that requirement shall include the painting of all trim, windows, doors, frames, cabinets and closets. All new doors, windows, frames, and trim shall be painted even if not specifically indicated.
4. Application of paint or other coatings shall be in strict accordance with manufacturer's directions.
5. Finished coat in kitchen, service porches, and bathrooms shall provide a durable and washable semi-gloss surface.
6. Each coat of paint shall be well brushed or rolled, or applied with airless type spray equipment onto surface, worked out evenly and allowed to dry before subsequent coats are applied.
7. Paint application shall consist of two coats on old work and three coats on new work, except as otherwise specified in work write-up. Fixture and bottom edges of interior doors shall receive one coat; exterior doors two coats.
8. Finished work shall be uniform color, smooth and free from defects. Edges where paint adjoins other material or colors shall be sharp and clean, without overlapping.
9. All joint and corners of gypsum wallboard and ceilings shall be taped, troweled with topping (two coats), and smoothly sanded. Walls and ceilings shall be textured except kitchens and bathrooms, which shall be sanded for smooth finish.
10. An inspection is required after surface preparation, after priming, after first coat of paint and all subsequent coats.

T. PLUMBING

- 1. Plumbing equipment, fixtures and materials shall comply with and be installed in accordance with the Uniform Plumbing Code as adopted by the City of Pomona. All existing plumbing and fixtures shall be free from leaks or hazards, be properly supported and have appropriate shut-off valves.
- 2. Backfill and compact all trenches with earth or clay free of rocks, boulders or debris.
- 4. Piping shall be installed without damage to structural members.

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5. All plumbing is to be concealed. Permission to expose plumbing must be obtained from owner and Agency prior to installation.
6. A double compartment S.S. kitchen sink (18 gal.) with a garbage disposal (minimum ½ horse, Badger or equal) is specified for replacement or new installation unless otherwise specified.
7. Contractor shall investigate all piping leading to a proposed addition and include price to cover replacement if required.
8. New water heaters shall be glass lined, quick recovery type, size as specified in the work list with T& P valve required. Heater shall be equipped with a shut-off valve on the incoming water line. A discharge pipe of uniform diameter to the outside of the dwelling with a visible terminus or to within 6 inches of a concrete floor having drainage, shall be installed. Install fuel piping, draft, vent or wiring as appropriate to type, or 210 watts where water heater is in an interior location. Heater shall have a 10-year warranty on the tank and shall be UL listed or A.G.A. approved. Water heaters shall not be installed in bedrooms, bathrooms or clothes closets.
9. Water heater relocation or replacement shall meet code requirements for vent assembly, combustion air, gas and water connection valves, and enclosures of all these parts, properly supported. Damage to a relocated heater shall be at the contractor's expense. Water heaters shall be earthquake strapped as per City of Pomona U.P.C. requirements.
10. Water heaters installed in garages shall be on a sturdy platform 18" above floor.
11. Where dissimilar metals are used on water lines a dielectric union shall be used to complete the connection.
12. All new, relocated or existing water heaters shall have a minimum R-7 insulation blanket installed per manufacturer's instructions.
13. All gas served appliances shall be provided with an approved gas shut off valve. Gas appliance connectors shall not exceed 3 feet in length.
14. Existing appliances shall be in good working order, free of missing, broken, or inoperative burners, grills knobs or doors. Range hoods shall meet the same requirements as appliances.
15. Gas piping, valves and fitting shall be in accordance with the requirements of the Uniform Plumbing Code as adopted by the City of Pomona.
16. Any plumbing fixture damaged during temporary removal and replacement shall be replaced at the contractor's expense.

U. HEATING AND VENTILATION

1. Installation of heating and ventilation equipment, accessories, and appurtenances, shall comply with the published accepted standards of relevant professional associations. Labeling and listing of equipment by Underwriters Laboratories, Inc., is accepted as conforming with design standards.
2. Provide wall thermostat, complete vent assembly, roof flashing, and gas piping, for new heaters. Repair patching and painting of all areas affected, shall be in an approved manner, and shall match existing surroundings. Owner and contractor shall determine location of furnace.
3. Thermostat wiring to be concealed within wall. Wall heaters are to be installed within walls. If walls are not of sufficient depth, they shall be furred out as necessary and measured from rear of existing wall depth.
4. A wall furnace is to be vented through roof. A thru-wall furnace is considered to be vented through the wall.

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5. Existing wall heaters and furnaces shall be in good operating condition and free from any defects or hazards. A qualified contractor or gas company representative shall inspect heaters.

V. ELECTRICAL

1. Electrical materials, fixtures, equipment and appurtenances shall comply with the application standards of the Underwriters Laboratories, Inc.
2. Installation shall comply with the National Electrical Code as adopted by the City of Pomona.
3. When the description of work requires a new electrical service, all existing circuits shall be checked out, repaired and balanced as required. All new loads, outlets, lights, etc. shall be on additional circuits, unless prior Agency approval is obtained. Repair affected areas to the condition of adjacent surfaces.
4. Where existing services, sub-panels, etc., which will be removed are in enclosures that are not integral parts of the design of the structure, the enclosures shall be removed and affected areas repaired to the condition of adjacent surfaces.
5. Where additional outlets, loads, etc., are specified, the contractor shall be responsible for an electrical service of adequate capacity to serve the new and existing loads.
6. All new electrical services shall be installed at location recommended by serving utility.
7. Smoke alarms shall be installed per the current code requirement, one in every sleeping room and hallway, per UBC requirements. Smoke detectors shall have a 10-year non-replaceable Lithium battery, (First Alert or equal).
8. Service drops shall have the required clearances and proper drip loops at weather head.
9. Electrical panels found to be unsafe or in a state of disrepair shall be replaced. Installation shall be in accordance with the National Electrical Code as adopted by the City of Pomona.
10. When an inadequate number of outlets or dedicated outlets exist, the required number and size shall be installed and conform to Section V. (2,3,5) of his/her manual.
11. When specification calls for the removal of non-complying wiring, it is assumed that it will be removed in its entirety. His/her is to include boxes, lights, old panels, etc. and to include repair, patching, and painting of all areas affected: walls, ceiling, etc. All new wiring shall be concealed within walls and ceilings, unless approved by Agency prior to installation.
12. On installation of new electrical fixtures or replacement of existing fixtures, they shall be energized and operable.
13. All cutting of surfaces required to perform electrical work shall be repaired and brought back to the existing condition of adjacent work at the completion of the job.
14. The Contractor shall guarantee all work furnished and installed under his/her section to be free from defects in material and workmanship for a period of one full year from the date of final acceptance of the work.

W. PEST CONTROL

1. Concrete porch floors, entrance platforms, planters, screens, fences and other appurtenances installed under contract, shall be separated from main structures or suitably protected against entrance of termites.
2. Soil treatment, under contract, against infestation shall be guaranteed effective for a period of not less than five years from date of treatment.

3. Lumber required to be treated against damage by decay shall bear the official grade mark and stamp of the association or independent inspection agency grading the species.

X. EXTERIOR PAVING AND SITE IMPROVEMENT

1. Work within the open space of each property shall provide for:
 - a. Immediate diversion of water away from buildings and drainage from the lot.
 - b. Prevention of soil saturation detrimental to structures and lot use.
2. Natural site assists such as existing trees, shrubs, ground cover, shall be preserved and protected wherever practicable.
3. Concrete slabs supported directly on the ground shall be a minimum of 4 inches thick and shall be finished to provide smooth surface true to cross section and grade; and shall be adequately cured for a period of three days.
4. Minimum width for main walk shall be 3 feet, and for service walk, 2 feet.
5. Driveway pavement shall be concrete unless otherwise specified.
6. Exterior pavement and concrete garage floor shall be pitched for drainage.
7. Transition in paving level shall be beveled in such a manner as to prevent contact of car undercarriage or bumper making contact with surface.
8. Sidewalks and driveways require a permit.

Landscaping

Landscaping shall include the furnishing and installation of all plants shown on the plans, imported topsoil to meet the elevations shown on the plans, including all amenities, staking of trees, and maintenance.

Soil Materials, Preparation, Weed Abatement and Grading

1. **Materials**
 - a. **Topsoil** – Imported topsoil shall conform to Section 2.02 of the State Standard Specifications.
 - b. **Organic Amendment** – Organic amendment material shall have a minimum of 95% passing four (4) mesh screen, a minimum of 80% passing an eight (8) mesh screen, and a maximum of 30% passing a thirty-two (32) mesh screen, and shall consist of one of the following:
 - (1) Nitrogen stabilized redwood sawdust (0.5% nitrogen, dry base).
 - (2) Nitrogen stabilized fir sawdust (0.7% nitrogen, dry base).
 - (3) Nitrogen stabilized pine and/or fir bark (1% nitrogen, dry base).
 - c. **Peat Moss** – Peat moss shall have an acid reaction of PH 4 PH 5, have a low content of woody material, and be free of mineral or foreign matter harmful to plant life.
 - d. **Organic Base Fertilizer and Soil Conditioner** – Organic fertilizer shall be composted higher plant form life and mineral matter with a minimum content of 12 % nitrogen, 8% phosphoric acid, and 8% soluble potash.
 - e. **Ferric Sulfate** – Ferric sulfate shall be first grade commercial quality with a minimum 20% metallic iron.

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- f. **Soil Sulfur** – Soil Sulfur shall be approximately 99% sulfur.
 - g. **Single Super Phosphate** – Single super phosphate shall be rated 0-20-0.
 - h. **Ammonium Phosphate** – Ammonium phosphate shall be rated 11-48-0.
 - i. **Ammonium Sulfate** – Ammonium sulfate shall be rated 20-0-0.
 - j. **Commercial Fertilizer** – Commercial fertilizer shall be in pelleted or granular form and shall have a chemical analysis specified as 6-20-20 and shall comply with the requirements of the Agricultural Code of the State of California.
2. **Prepared Mulch** – Prepared mulch shall consist of the following: One (1) part pine or fir bark, one (1) part peat moss, and ten (10) pounds of commercial fertilizer per 100 cubic feet of the above two ingredients. Ingredients shall be thoroughly mixed and protected from dampness and water until placed around plants.
3. **Soil Preparation and Weed Abatement**
- a. General soil preparation for all planting area shall consist of thoroughly mixing and incorporating the following material to a minimum depth of six (6) inches per 1000 square feet:

Five (5) cubic yards of organic amendment, eight (8) pounds soil sulfur, ten (10) pounds 6-20-20 commercial fertilizer.
 - b. Adequate watering shall be applied to moisten plant areas to a depth of eight (8) inches after the conditioners have been thoroughly worked into the soil. The area shall be left undisturbed for a period of ten (10) days and watered as frequently as necessary to keep the soil moist.
 - c. The Landscape Contractor shall retain a state licensed Pest Control Operator/Advisor to examine the site and to specify the type and quantities of weed control material required. The recommendations shall be submitted to the Agency for review.
 - d. The Pest Control Advisor shall determine the removal or non-removal of perennial grasses and weeds existent in the planting areas prior to the installation of the irrigation system, after which all weeds shall be removed and cleared from the planting areas.
4. **Grading**
- a. Finished grade shall be as shown on the plans.
 - b. Finished grade shall consist of finishing surfaces by raking smoothly and evenly and removing and disposing of all extraneous matter from planting areas.
 - c. At no time shall the soil be worked when the moisture content is so great that excessive compaction will occur, or when it is so dry that clods will not break and excessive dust will form. Water shall be applied whenever necessary during tilling, grading, and planting to ensure proper moisture content. All unsuitable material shall be removed from the planting area and disposed of as previously state.

Tree Planting

- 1. **Verification of Dimensions and Quantities** – Before proceeding with any work, the contractor shall check and verify all dimensions and quantities carefully, and shall inform the Housing Division immediately of any discrepancy between the drawing and/or specifications and actual condition. No work shall be done in any area where a discrepancy exists until approval has been given by the Agency.
- 2. **Quantities and Types** – Plant Material shall be of the species, kinds, size and colors as noted on the plans.
 - a. All materials as provided by the contractor shall conform to the conditions as set forth on the drawings, the special provisions, and the Standard Specification.
- 3. **Materials** – Plant materials indicated on the drawings shall conform to the following:

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- a. **Nomenclature** - Plant names indicated on the plant shall conform to the standardized plant names established by the American Joint Committee on Horticulture Nomenclature except for names not covered herein. In the latter case, the custom of a nursery has been adopted.
 - b. **Condition:**
 - (1) All plants shall be symmetrical, typical for the variety and species, vigorous, healthy, and free from any plant disease, insect pests, their eggs or larvae, shall have healthy root systems, filling their containers, but shall not be rootbound. They shall be normal in height and spread for the type and size listed.
 - (2) Plants shall be first class representatives of the normal species, and varieties. They shall have normally well developed branch systems and vigorous and fibrous root system. All plants shall be free from disfiguring knots, sun-scald injuries, abrasion of bark, and other objectionable disfigurements. Tree trunks shall be sturdy and “well hardened off”. Plants not conforming to the requirements herein specified shall be considered defective. Such defective plants, whether in place or not, shall be marked as rejected, immediately removed from the site of work and replaced with new plants.
 - (3) All plant material shall meet the specifications of Federal, State and County laws requiring inspection for plant diseases and insect infestation. Any inspection certificates required by law shall accompany each shipment invoice or order for stock. When such plants arrive at the site of the work, the certificate of inspection shall be filed with the City.
 - (4) All plants shall be true to name and one of each lot shall be tagged with the name and the size of the plants in accordance with the standards of practice recommended by the American Association of Nurseryman.
 - (5) The Contractor shall notify the City at least 72 hours in advance of the time for planting. Once the plants have been delivered, it will be the contractor’s responsibility to perform all necessary operations to insure that the plants are planted in the proper manner described herein, such operations to include removing containers and trimming roots, and removing nursery stakes and ties.
 - c. **Certification of Materials** – All plant materials shall have been grown in nurseries inspected by the State or County Horticulture Inspector, and have complied with all regulations thereof. His/her requirement does not prohibit the use of plant material grown outside the State, provided such material shipments meet all the requirements of the law and the State Department of Agriculture.
 - d. **Substitution** – Substitution for the indicated plant materials shall be permitted only if approved by the Agency and the owner, in writing, and provided the substituted plant or plants are of value equal to those originally specified and that substitutions are made at no additional expense to the Owner.
 - e. **Planting Adjustment** – The contractor shall notify the Agency of any discrepancies in the location of plants in relationship to the surface and underground facilities. Plant material that is in the way of structures shall be adjusted with the approval of the Agency and the Owner. Trees shall not be planted within ten feet, of the following objects: power poles, street, lights, fire hydrants, or other similar type utility installations.
4. **Inspection** – The Contractor shall be responsible for any inspection with regards to landscaping work.
5. **General Conditions for Planting**
- a. No plant material shall be planted until installation of the necessary sprinkler system (if applicable) have been completed and the soil has been prepared as specified.
 - b. Plants shall be located as designated on the drawing as specified.
 - c. All plants shall be set in the ground so that they bear the same relation to the required grade when settled as they bore to the natural grade before being transplanted. Each plant shall be centered in the pit and backfill made with the specified prepared mulch.

Cleanup and Maintenance - During all planting and landscaping operations, all empty plant containers and other

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discarded items shall be removed as accumulated. Upon completion, paving shall be swept clean and washed, all debris and superfluous material removed from the project site.

Contractor shall provide a 90-day maintenance period shall receive an extended 90 day plant establishment guarantee.

Any plant material replaced during his/her 90-day maintenance period an extended 90 day plant establishment guarantee.

Sprinkler System

The work to be done under his/her section consists of but is not limited to, installation of a sprinkler system that will provide adequate irrigation coverage to designated lawns and planting. The contractor shall furnish all labor equipment and materials required for the installation of the new system. All systems installed are required to have a building permit and shall be inspected prior to backfilling.

1. **Plastic Pipe:** All pressurize pipe shall be of the material compounds formulated to meet the requirements of PVC Type 1, Grade 1, Grade II, as determined by ASTM D-1784 and comply with ASTM D02444 impact test. All pressurized pipes shall be schedule 40 and all non-pressurized lateral line shall be class 200 polyvinyl chloride as manufactured by Lasco Pipe. Co., or equal.
2. **Plastic Pipe Fittings and Connections:** Plastic pipe fittings shall be polyvinyl chloride (PVC) medium weight fittings of the make recommended by the pipe manufacturer. Contractor shall use 45-degree fittings for all changes in depth in the pipeline. On plastic-to-metal connections, the Contractor shall work the metal connection first.

Installation

1. **Excavation and Backfill:** (Plastic-type sprinkler lines)
The trench shall be narrow-type trench, excavated to a depth of not less than twelve (12) inches below finished grade, except lines continuously under pressure shall be to a depth of not less than twenty-four (24) inches.

In placing the pipe in the trench, the bottom of the trench need not be graded, but shall be free from sharp rocks of clods of dirt.

The backfilling shall be done in six (6) inch lifts until finish grade is reached; the first year shall be free from sharp rocks or clods of dirt.
2. **Installation of Plastic Pipe:** The plastic pipe sections shall be placed accurately to line and grade in the prepared trench. The inside of all pipes shall be clean and free of foreign matter, including burrs from cutting of the pipe. Pipe assembly shall have a firm, uniform bearing for the entire length of the pipeline to prevent uneven settlement. All adjustments to grade shall be made by scraping away or filling in with clean earth backfill material, well compacted under the body of the pipe. Wedging or blocking of pipe will not be permitted.

Installation of plastic shall be done in strict accordance with manufacturer's recommendations.
3. **Non-threaded Connections:** The surfaces of the pipes and fittings to be joined shall be free from any dirt, moisture, or dust and only the solvent recommended by the manufacturer shall be used. When cutting of pipe is necessary, the Contractor shall remove any rough edges from the cut end of the pipe before coupling the sections together.

With a non-synthetic bristle brush, apply a generous coat of solvent to the fitting and to the pipe; be certain solvent is applied to the entire circumference. Press the fittings and pipe firmly together, and turn approximately one-quarter turn to evenly distribute the solvent. The joint should be held a minimum of fifteen (15) seconds until curing has started. Check the position of all fittings immediately before solvent weld sets. Excess solvent shall be wiped from the pipe before it sets.

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- (1) Sprinkler heads and risers shall be the number and type as specified.
- (2) Reduced Pressure Backflow valve shall be Rainbird or equal. Remote control valves and quick coupler valves shall also be Rainbird or equal.

4. **Testing:** All water pipes, fittings, and appurtenances after assembly and installation shall be tested under the full static pressure available. An inspection will be required prior to backfilling.

- a. The first test shall be made in such a manner that all valves in the new sprinkler lines will be tested for watertight closure.
- b. Valves may be tested in groups or singly while subjected to the full static water pressure.
- c. The second water test shall be made by forcing all air from the pipes with water and capping or plugging pipe risers. After risers have been plugged or capped, all line valves shall be fully opened and the pipelines subject to static water pressure.

Water lines that show evidence of leakage or fail to be watertight shall be repaired to the satisfaction of the Owner and the Agency. After all repairs or replacements have been made and approved, the above required tests shall be made again.

All tests shall be completed prior to backfilling; however, sufficient backfill material may be placed in trenches between fittings or couplings on the pipelines to insure the stability of the line under pressure. In all cases, fittings and couplings must be open to visual inspection for the full period of the tests.

5. **Guarantee:** Work shall be guaranteed for one (1) year from date of acceptance by Owner and Agency against defects in material, equipment and workmanship.

Fencing

1. Check all boundaries to ensure property lines are observed, and City Ordinances are not violated (front yard, side yard, and back yard maximum heights).
2. All post setting holes shall be not less than 24" deep and 6" diameter, at a maximum of 10' intervals. When adjacent to a foundation (walls), offset hole to obtain 24" depth, and fill in any space larger than 2" between wall and post.
3. Entrance walk gate shall be a minimum of 3' in width, and driveway gates a minimum of 12' wide; include all gate hinges and padlock latch attachments.
4. Wrought iron – Post material to be 2"x 2" x .090 (16 gauge). Top and bottom rails to be 1-½" x 1-½" (16 gauge). Pickets to be ¾" x ¾" (16 gauge), 6" on center.
5. Chain Link – All galvanized material: 2-3/8" o.d. for end, corner and gate posts; 1-5/8" o.d. for line, corner diagonal posts; 1-3/8" o.d. top rail, with bottom tension wire; 11 gauge – 2" mesh; to include all bands and wire ties.
6. Wood Fence – All posts will be of galvanized material (unless otherwise specified); 2-3/8" o.d. end, corner and gate posts. Two 2 x 4 horizontal support rails; fencing as specified (redwood or cedar – minimum #2, two nails per rail).
7. Block Wall – Per the requirements of the City of Pomona Ordinances.

Landscaping

1. Tree Trimming – Trim trees to property line; minimum of 4' above roof of structure, and top; removing all debris.
2. Tree Removal – After cutting tree to surface, grind stump and remove roots a minimum of 8" below surface; remove all debris and backfill.
3. Debris – Remove all unsightly trash and dangerous material (wood, metal etc.)
4. Grading Around Structure – Lower high spots and raise low spots to a minimum of 6" below top of floor slab; a minimum of 2" out with a slight slope away from structure.
5. Natural site assets such as existing trees, shrubs, ground cover must be preserved and protected whenever possible.

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APPENDIX D

SPECIFICATIONS FOR LEAD HAZARD CONTROL

(Please note that these specifications are recommendation only from CES)

1002 South Towne Avenue
Pomona, CA 91766

Specifications for Lead Hazard Control

APPENDIX D – SPECIFICATIONS FOR LEAD HAZARD CONTROL

**Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
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1.2 Definitions

1.2.1 ABATEMENT

“Abatement “ means any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.

1.2.2 ABATEMENT AREA

Designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.

1.2.5 AIR MONITORING

Also known as "compliance monitoring" or "air sampling". The process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.

1.2.6 ANSI

American National Standards Institute (1430 Broadway, New York, New York 10018)

1.2.8 AUTHORIZED VISITOR

The Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.

1.2.9 BUILDING OWNER

The Owner or his/her authorized representative (specifically, the Lead Project Monitor).

1.2.10 CAL/OSHA

Calif. Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).

1.2.11 CCR

California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.

1.2.13 CHANGE AREA

A private, lead-free designated area, apart and separate from the abatement area where:

- i) Workers can change in and out of work clothing.
- ii) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

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1.2.14 CONTRACTOR

The individual and/or legal entity and its subcontractors and employees of the contractor and subcontractor awarded the contract.

1.2.15 DISCARD

To remove and dispose of work site / abatement-related waste material in accordance with U.S. Environmental Protection Agency, California Environmental Protection Agency, and local regulations.

1.2.16 DOOR SYSTEM

Consist of door jambs, casings, hinges, door panel, door locks, knobs and threshold.

1.2.17 HAND WASHING FACILITY

A specifically designated area, separate and apart from the abatement area, where flowing potable water, soap and toweling are made available for the washing of the face and hands pursuant to 8 CCR, section 1532.1 (i)(A)(5), and 1527 (waste effluent is to be filtered through a 5 micron particulate filter prior to discharge).

1.2.18 HEPA FILTER

A high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.

1.2.19 HEPA VACUUM

A vacuum system equipped with HEPA filtration.

1.2.20 LEAD

Defined as metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from his/her definition are all other compounds.

1.2.21 LEAD PROJECT MANAGER

An individual qualified by virtue of experience, education and certification designated as the Owner's representative and responsible for overseeing the lead abatement project.

1.2.22 LEAD WORK AREA

The area encompassing and including the abatement area where the abatement contractor is reasonably expected to position equipment and personnel as well as conduct other activities associated with the abatement.

1.2.23 MONITORING

May include the following activities performed by the Owner or Lead Project Manager:

- a. Visual inspection to ensure compliance with all requirements of the work specifications, including: pre-start evaluation of the work site setup; evaluation of worker technique during abatement; conducting the final evaluation of the work site to ensure the scope of work has been completed as agreed.

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- b. Although compliance with the requirements of Cal/OSHA (including occupational air monitoring for lead exposure) is generally the responsibility of the contractor, additional air monitoring may be performed by the Lead Project Manager.
- c. Clearance wipe sampling of surfaces and/or bulk testing of soil to test for residual lead contamination.

1.2.24 NON-DESTRUCTIVE REMOVAL

The intact excision of lead containing architectural components using techniques that do not damage the leaded materials. The purpose of non-destructive removal is to remove leaded building materials without releasing significant quantities of lead-bearing dust / debris.

1.2.25 NIOSH

The National Institute for Occupational Safety and Health (CDC - NIOSH, Building J N.E. Room 3007 Atlanta, GA 30333)

1.2.26 PAINT FILM STABILIZATION

The stabilization of all deteriorated lead-based paint surfaces by removing deteriorating paint (only by using methods approved by HUD and Cal-OSHA), preparing the treated and adjacent areas, by feathering, filling or wet sanding, and repainting, to produce a smooth, paint ready finish.

“**PAINT READY**” is defined as the treatment of a building component to yield a surface that is smooth, blended with the surrounding contiguous, untreated painted areas, primed and would be considered “professional” in quality by a skilled, experienced painting contractor/professional. All primers must be compatible with both base and top coats of paint. Surface must be ready and able to accept a top coat(s) of finish paint.

1.2.27 PLASTICIZE

To cover, or wrap, specified floors, walls and furnishings with plastic sheeting.

1.2.28 PRIOR EXPERIENCE

Experience required of the contractor on lead-based paint projects of similar nature and scope to insure capability of performing the lead abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.

1.2.29 "REGULATIONS"

Shall include but not be limited to:

- a. 29 CFR Part 1926.62 Lead (OSHA Lead Standard for Construction work).
- b. California Code of Regulations, Title 8 (8 CCR), Industrial Relations Division 1. Department of Industrial Relations. Chapter 4 Division of Industrial Safety, Subchapter 4. Construction Safety Orders.
- c. 8 CCR, sec. 1532.1 regulating exposure to lead in the construction industry.

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- d. 22 CCR, Chapter 10, Hazardous Waste Management Systems
- e. 17 CCR sec 35001 et seq, Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards.

1.2.30 REMOVAL

The stripping of any lead containing paint from surfaces or components of a building. Only methods cited in 1.2.29 may be used to remove lead paint.

1.2.31 WET CLEANING

The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.

1.2.32 WINDOW SYSTEM

Consists of casing, trim, aprons, sills, sash balance, glazing, jamb, window hardware, ropes, pulley, weights and windowpane.

1.2.33 WORK AREA

Designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).

1.3 Scope of Work Summary

1.3.1 His/her specification covers the abatement / control of lead-paint hazards from those building components listed in 1.3.2. (below) The remainder of his/her document describes the methods of job site setup, how the work will proceed and what is expected of the finished product.

1.3.2 Work Requirements:

- a) Interior hazard control work

SEE APPENDIX E

- b) Exterior hazard control work

SEE APPENDIX E

- c) Site setup and cleanup

Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in his/her document.

- d) Disposal of waste products

The classification, testing and disposal of waste is required and discussed, in detail, in the remainder of the specifications.

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Unless otherwise specified herein, building components removed as part of Abatement **shall be replaced**.

All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.5 of these specifications entitled, "Applicable Standards and Guidelines" described below).

1.4 Description of work

1.4.1 Minimum Work Hours and Work Crew Size (recommendation)

Minimum work hours are from 8:00 am to 5:00 pm with lunch and breaks per the normal policy of the performing contractor. The minimum work crew size is four (4) workers and one (1) supervisor. His/her minimum crew size shall be maintained at all times. The supervisor shall ensure the safety and quality of the work.

1.4.2 Time Allowed For Completion of Work

N/A LEAD abatement activities will coincide with the regular rehabilitation schedule. However the contractor will adhere to the all applicable LEAD rules and regulations as identified in the aforementioned section.

1.5 Applicable Standards and Guidelines (General Requirements)

- 1.5.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapt. 8, sec 35001 et. seq, "Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards".
- 1.5.2 All work under his/her contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapt. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.
- 1.5.3 The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

1.6 Submittals and Notices (recommendation only)

1.6.1 Contractor shall:

1.6.1.0 At the Pre-start Meeting:

- 1.6.1.1.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.
- 1.6.1.1.2 Submit documentation satisfactory to the Lead Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement

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activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by DHS and described in with 17 CCR Division 1, Chapt. 8.

1.6.1.1.5 With the Building Owner / Lead Project Manager, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

1.6.1.1.9 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.6.1.1 During Abatement Activities

1.6.1.2.1 Submit daily, copies of work site entry logbooks (see section 1.7.3) with information on worker and visitor access.

1.6.1.2.3 Post in the immediate vicinity of the abatement area:

- a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Lead Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.
- b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).
- c) Emergency phone list as described under 1.8.5.
- d) Post the Department of Health Services Form 8551 pursuant to 17 CCR sec 36100 (c).

1.6.2 Lead Project Manager Shall

1.6.2.1 Prior to Commencement of Work:

1.6.2.1.1 Notify any occupants of the impending abatement (if any).

1.6.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.6.2.2 During Abatement

1.6.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

1.7 Site Security

1.7.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

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- 1.7.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Lead Project Manager by the Contractor.
- 1.7.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.
- 1.7.4 Access to and from each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.
- 1.7.5 Contractor or his/her agents must have control of lead work area during abatement operations in order to protect work effort and equipment..
- 1.7.6 Contractor will have Owner's and / or the Lead Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

1.8 Emergency Planning

- 1.8.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. His/her plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.8.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification will include a description of any foreseen hazard that may affect / hamper response capabilities.
- 1.8.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
 - 1.8.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
 - 1.8.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 1.8.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

1.9 Pre-Start Meeting

- 1.9.1 The Contractor, his/her job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Lead Project Monitor. The purpose of his/her meeting will be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner and the Lead Project Manager.
- 1.9.2 At his/her meeting the Contractor shall provide all Submittals as required in section 1.6. 1.1. In addition, he shall be prepared to provide detailed information concerning sequence of work and performance schedule.

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PART 2 Materials and Equipment

2.1 Materials

2.1.1 General

- 2.1.1.1 The Contractor will provide all materials and equipment necessary to complete the abatement as described within these specifications.
- 2.1.1.2 Only new materials will be used. Damaged, deteriorating or contaminated materials shall not be used.
- 2.1.1.3 All materials will be stored safely and in accordance with fire / hazardous materials regulations.
- 2.1.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
- 2.1.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, that will not leave significant residues behind or otherwise damage the underlying surface.
- 2.1.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
- 2.1.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
- 2.1.1.8 An adequate supply of yellow "CAUTION" banner tape will be kept on site to cordon off the abatement area.
- 2.1.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area", or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.

2.2 Equipment

2.2.1 General

2.2.1.1 Respirators

Contractor will provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on his/her project will be half-face air purifying respirators with dual high-efficiency (HEPA) filters.

- 2.2.1.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

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Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).

2.2.1.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.

2.2.1.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

2.2.1.6 A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

2.2.1.7 Contractor shall provide hand wash facilities as described in 1.2.16.

2.2.2 Removal

2.2.2.1 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire, cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.

2.2.2.2 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.

2.2.2.4 Contractor will ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.

2.2.2.5 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day will be stored in a locked dumpster / truck trailer until pickup.

2.3 Substitutions

2.3.1 Approval Required

2.3.1.1 The Contract is based on the materials, equipment and methods described in these Contract Documents.

2.3.1.2 The Lead Project Manager will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

2.3.1.3 Do not substitute materials, equipment or methods unless such substitution has been specifically approved for his/her work by the Lead Project Manager.

2.3.2 "Or equal"

2.3.2.1 Where the phrase "or equal" or "or equal as approved by the Lead Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by the Lead Project Manager. The Lead Project Manager must in fact approve of the substitution in advance of its use.

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2.3.3 Availability of specified items

2.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

2.3.3.2 In the event that specified items will not be available, notify the Lead Project Manager prior to receipt of bids.

2.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, will be back-charged as necessary and shall not be borne by the County of Riverside.

2.3.4 Alternative Procedures

2.3.4.1 Procedures described in his/her specification are to be utilized at all times.

2.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Lead Project Manager providing details of the problem encountered and recommended alternatives.

2.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

2.3.4.4 Any alternative procedure must be approved in writing by the Lead Project Manager prior to implementation.

PART 3 - Execution

3.1 Commencement of work shall not occur until:

3.1.1 All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to the Lead Project Manager (See Section 1.6).

3.1.2 All equipment for abatement, clean-up and disposal are on hand.

3.1.3 All worker training is completed.

3.1.4 Contractor receives written permission from Building Owner and Lead Project Manager to commence abatement.

3.1.5 A pre-job start safety meeting has been held between the Lead Project Manager and all members of the abatement personnel. His/her meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

3.2 Personnel Protection Requirements

3.2.1. Training

3.2.1.1 Prior to commencement of abatement activities, contractor will ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, will have received adequate training.

3.2.1.2 Special on-site training on equipment and procedures unique to his/her job site shall be performed by the contractor as required.

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3.2.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

3.2.2 Respiratory Protection

3.2.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.

3.2.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

3.2.2.3 The use of the abatement techniques described within these specifications are expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr - TWA). Thus, for his/her environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.

3.2.2.4 Fit testing

3.2.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

3.2.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on his/her abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

3.2.2.4.3 Documentation of adequate respirator fit must be provided to the Lead Project Manager.

3.2.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.

3.2.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Lead Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.

3.2.3 Protective Clothing

3.2.3.1 Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

3.2.3.3 Hard hats, protective eye wear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

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3.3.1 Work Areas

3.3.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas will be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.

3.3.1.2 The worker change area will be in place before abatement can begin. His/her area will be maintained until completion of the abatement. Minimal requirements for his/her area are as follows:

- i) The change area can be as simple as several linked together opaque screens, or as sophis/herticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undo delay.
- ii) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
- iii) The interior of the area will be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area will have its own entry/exit point. Street clothed workers will enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.

The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.

- iv) A hand wash facility will be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating or smoking.

3.3.1.4 The abatement area shall be set up in accordance with PART 5 of these specifications and in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).

3.3.1.5 The abatement area will be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

3.4 Workplace Entry and Exit Procedures

3.4.1 Personnel entry and exit

3.4.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency procedures. A

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sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

- 3.4.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at his/her time).
- 3.4.1.3 Workers will then proceed to the designated ingress point of an abatement area where they will put on respirators and clean shoe covers before actually entering the abatement area.
- 3.4.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 3.4.1.5 Once outside the abatement area, the worker may remove his/her respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area will be wiped free of obvious contamination with a damp cloth.
- 3.4.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his/her hands and face.
- 3.4.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his/her hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 3.4.1.8 Each worker will document his/her lead work area exit time in the change area log.
- 3.4.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Lead Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Lead Project Manager's sampling plan.
- 3.4.1.9 These procedures shall be posted in the change area.

3.5 Hazard Control Procedures

- 3.5.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement) and Chapter 13 (Encapsulation).

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3.6 Clean-up Procedure

- 3.6.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 3.6.2 Any wood / paint chips littering the plastic within the abatement area will be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 3.6.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.
- 3.6.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 3.6.5 The area will then be inspected by the Lead Project Manager and the building owner.
- 3.6.6 On the approval of the Lead Project Manager, the lead abatement warning signs, and the banner tape, will be removed and respiratory protection can be discontinued.
- 3.6.7 The plastic sheeting covering the ground may now be removed.
- 3.6.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

3.7 Abatement Waste Disposal Procedures

- 3.7.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason his/her is not possible, all debris will be stored in locked containers.
- 3.7.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 3.7.3 Considerations for Hazardous Waste

The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.

Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.

For these two waste streams, the contractor shall do the following:

- i) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
- ii) Test the two wastes in accordance with California Department of Toxic Substance Control requirements (via Total Threshold Limit Concentration, California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.
- iii) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris and manage accordingly.

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- iv) Hazardous waste must use a Uniform Hazardous Waste Manifest.
- v) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage or disposal (TSD) facility. Transporter shall pick up the waste at the end of the abatement. The Lead Project Manager will sign the manifest as generator.

3.7.4 Considerations for Non-Hazardous Waste

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. His/her debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

3.7.5 Hand Wash Facility Waste Water

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter.

3.8 Clearance Sampling

- 3.8.1 Following the completion of clean-up operations, the contractor shall notify the Lead Project Manager that work areas are ready for clearance samples.
- 3.8.2 The Lead Project Manager will then perform dust wipe samples or soil samples in the work area for lead.
- 3.8.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft² floors; 250 ug/ ft² interior window sills; 400 ug/ ft² for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

3.9 Re-establishment of the Area / Release of the Contractor / Payment

- 3.9.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.
- 3.9.2 When all elements of his/her abatement specification and the contract's general conditions have been completed up to and including 3.9.1, the Contractor's role in the abatement is complete. The Lead Project Manager will then instruct the County Purchasing Department to issue payment to Contractor.

PART 4 Support Activities and Personnel

4.1 Monitoring

- 4.1.1 The Lead Project Manager will monitor Contractor's performance.
- 4.1.3 Lead Project Manager will perform all environmental sampling (but is not responsible for occupational air sampling) as deemed necessary.

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- 4.1.4 Lead Project Manager shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contractual restrictions.

PART 5: Detailed scope of work - see Appendix "E" (attached)

APPENDIX E

SUMMARY OF REQUIREMENTS

1002 South Towne Avenue
Pomona, CA 91766

**Location: 1002 South Towne Avenue,
Pomona CA 91766**

1. SUMMARY OF REQUIREMENTS

The work will consist of **paint removal, paint stabilization, and removal and replacement** as follows. **In all cases, owner shall specify color scheme.**

EXTERIOR

1) Work Areas: Main House

Components: Fascia, Soffit and Rafter Tails

Location: Sides A-D

- a) Wet scrape loose and flaky paint.
- b) All deteriorated surfaces shall be prep and patch accordingly to the latest HUD Guidelines.
- c) Contractor shall remove and replace any deteriorated/damaged substrate that exceed (6) six-inches and bids shall include up 150 liner ft. of wood replacement (Project Monitor will identify all areas of concern).
- d) Spot prime all bare wood surfaces using high quality product (Z-prime or equivalent upon approval).
- e) Caulk all joints and seam (prime before application).
- f) Paint remaining listed components using 100 % Acrylic (low sheen) Dunn Edwards' paint product or equivalent upon project monitor approval. Apply a minimum of two (2) finish coats to obtain a complete even coverage
- g) Clean ALL over spray.
- h) Property owner to select color from samples provided by contractor.

2) Work Areas: Garage

Components: Fascia, Soffit, Rafter Tails, and Siding

Location: Sides A-D

- a) Wet scrape loose and flaky paint.
- b) All deteriorated surfaces shall be prep and patch accordingly to the latest HUD Guidelines.
- c) Contractor shall remove and replace any deteriorated/damaged substrate that exceed (6) six-inches and bids shall include up 150 liner ft. of wood replacement (Project Monitor will identify all areas of concern).

- d) Spot prime all bare wood surfaces using high quality product (Z-prime or equivalent upon approval).
- e) Caulk all joints and seam (prime before application).
- f) Paint remaining listed components using 100 % Acrylic (low sheen) Dunn Edwards' paint product or equivalent upon project monitor approval. Apply a minimum of two (2) finish coats to obtain a complete even coverage
- g) Clean ALL over spray.
- h) Property owner to select color from samples provided by contractor. .

3) Work Areas: Garage

Component: Garage Door Systems

Location: Side C

- a) On all friction and impact door surfaces, including entire jambs and thresholds: Remove paint to base wood (note: please notify project monitor or agency once all areas are stripped down).
- b) Wet scrape and feather all loose paint on door casing and door panel.
- c) Remove and replace stop molding.
- d) Replace missing hinges with like kind (Replacement part is upon approval of homeowner or project monitor).
- e) Strip all hardware to base metal or replace with like kind (Replacement part is upon approval of homeowner or project monitor).
- f) Paint remaining listed components using 100 % Acrylic (low sheen) Dunn Edwards' paint product or equivalent upon project monitor approval. Apply a minimum of two (2) finish coats to obtain a complete even coverage

INTERIOR

4) Work Area: Kitchen

Components: Upper and Lower Kitchen Cabinets

Location: Sides B & C

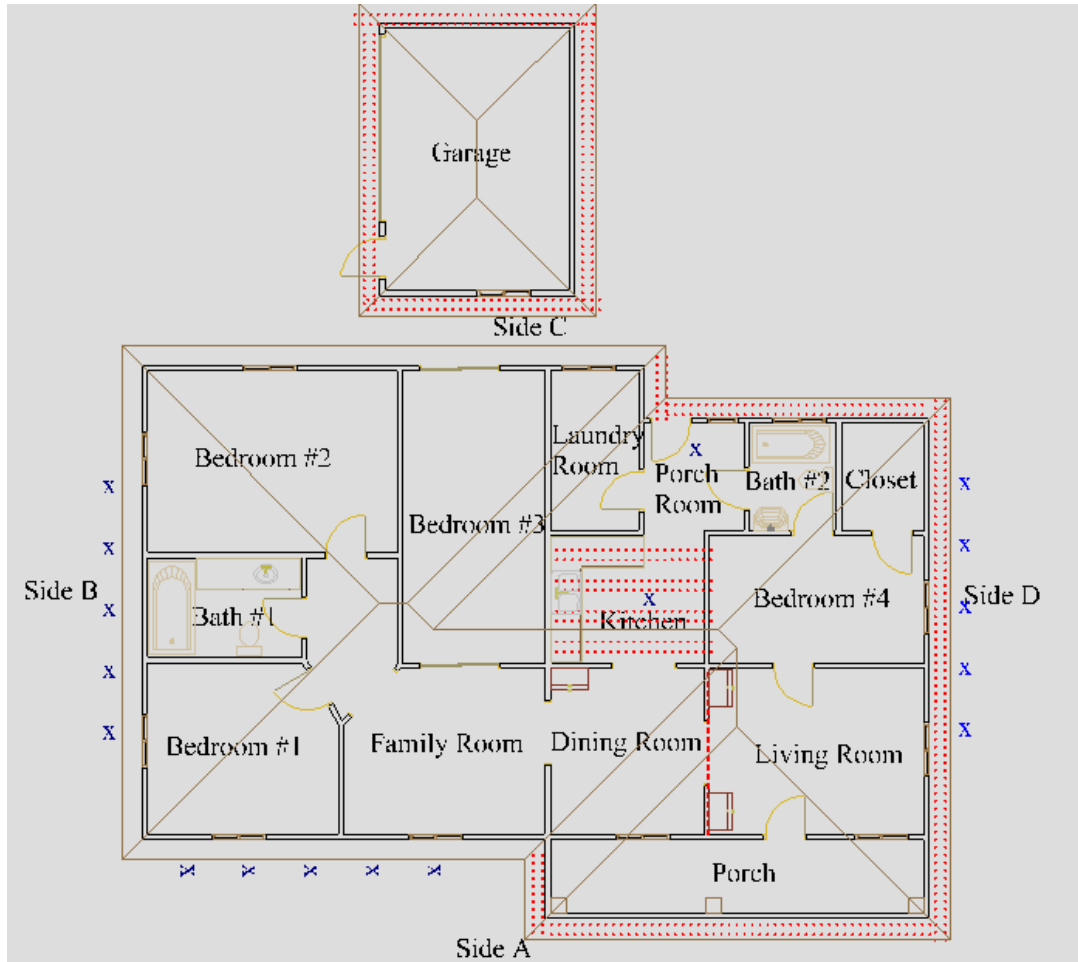
- a) Remove all components listed located throughout the property and dispose (disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).

Additional Requirements as follows:

Contractor, or his/her designates, must attend a post-hazard control site inspection along with the building owner, Lead-based Paint Program representative and tenant, if applicable. The purpose of his/her inspection is to: 1) identify any damage caused by contractor during the scope of work; 2) identify any imperfection in the finished product and to ensure completion of the scope of work; 3) identify any construction debris or litter left behind by contractor, and; 4) to ensure the site is left reasonably clean. Contractor will not be released until the scope of work has been completed to the satisfaction of owner and project monitor.

Property Diagram

APPENDIX E – SUMMARY OF REQUIREMENTS – 1002 SOUTH TOWNE AVENUE
Rehabilitation of Public Housing Agency (PHA) Owned Properties – 1002 South Towne Avenue, 287 West 9th Street,
337-339 West Street, Bid Specification No. 1600.3



A. Environmental Sample Areas Marked With An X	B. DOTTED- Identifies C. Lead-Based Paint and/ or Hazard
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2. NOT TO SCALE

1002 South Towne Avenue
Pomona, CA 91766
Report No. 121808-1002INS