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Oakland Affordable Housing
Preservation Initiatives

October 19, 2022

Gentlemen/Ladies:

SUBJECT: RFP No. 22-036 Vacant Unit Rehabilitation and General Contractor on-call & minor construction for (multiple sites)

The Oakland Affordable Housing Preservation Initiatives (OAHPI) invites proposals to establish contract(s) with qualified pool of State of California Licensed Contractors to perform general construction (i.e. carpentry, plumbing, electrical, painting, cleaning, etc.) and associated on-call & minor construction services located in Oakland, California. The enclosed solicitation was prepared by the Oakland Housing Authority on behalf of the Oakland Affordable Housing Preservation Initiatives (OAHPI).

Proposals will be accepted online though the Housing Agency Marketplace until 10:00 a.m. (local time) on November 21, 2022. Bids received after 10:00 a.m. on February 21, 2022 will be rejected without consideration.

Questions of a procedural nature may be directed to Jeff Muegge at JMuegge@oakha.org.

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:
Patricia Wells
722CF180EE194A1...

Patricia Wells
Executive Director
Oakland Affordable Housing Preservation Initiatives
1619 Harrison Street, Oakland, CA 94612

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Oakland Affordable Housing
Preservation Initiatives

Request for Proposals

RFP #22-036 IDIQ
General Contractor Services
On-Call & Minor Construction

INTRODUCTION

Oakland Affordable Housing Preservation Initiatives (OAHPI) was established as a California non-profit public benefit corporation in February 2009. The purpose of OAHPI is to:

- Acquire, develop, lease, finance, rehabilitate, own and operate decent, safe and sanitary housing affordable to persons and households of low income, where no adequate housing exists for such groups;
- Lessen the burdens of government by acquiring leasehold or fee interests in housing for low income persons and households that were previously owned by the Housing Authority of the Oakland (OHA) as Low Income Public Housing and continue to operate it as housing for lowincome households;
- Promote social welfare through activities related to the development of housing for low income persons and households, and
- Implement such other activities as the Board of Directors determines will benefit and support OAHPI.

OAHPI has a portfolio of approximately 1,600 Section 8 units on 250 sites in Oakland.

OAHPI serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the non-profit.

Oakland Affordable Housing Preservation Initiative (OAHPI) is soliciting proposals from State of California licensed General Contractor/s (B) (Contractor) to provide General Contractor on-call & minor construction at various sites located throughout Oakland, California.

RFP Representative:	Jeff Muegge, jmuegge@oakha.org
RFP Issued:	October 19, 2022
Questions Due:	November 9, 2022 at 10:00 AM
Addendum Issued:	November 16, 2022
Submission Deadline:	November 22, 2022 at 10:00 AM
Submission To:	ccgs@oakha.org

Proposals must be submitted online via Economic Engine through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=63442

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Proposers MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. If you have any technical issues with the site, please contact LarryHancock at 1-866-526-0160.

I. STATEMENT OF WORK

A. PROJECT SCOPE

Oakland Affordable Housing Preservation Initiatives (OAHPI) is issuing this Request for Proposal (RFP) to establish contract(s) with qualified pool of Contractors. The Contractor shall provide all labor, materials and equipment and perform all operations necessary to perform the General Contractor on-call & minor construction at various locations owned by OAHPI. OAHPI requires the Contractor to respond timely to service calls to renovate units and perform the following but not limited to: cleaning - removal of debris, cleaning appliances, replacement of fixtures, painting; and repairs as specified on the check list for each unit. Additionally, The Contractor will provide full range construction, maintenance and repair services that may include but is not limited to installations, routine maintenance, service calls, supplies, and emergency services. The contract(s) will be non-exclusive and will be for a period of two (2) years with three (3) one (1) year mutual renewal option. It is OAHPI's intention to establish a listing of eligible contractorsto provide vacant unit prepare for occupancy services to OAHPI on an as needed basis, pursuant to agree upon pricing, provided the contractors responding to this RFP demonstrate all necessary qualifications and meet all requirements as outlined in the proposal.

The Contractor agrees to visit the site, familiarize himself/herself with the existing conditions and work items required; provide all necessary labor, equipment, tools and miscellaneous repair products to ensure the quality of the final product. Contractor will comply with all codes and regulations and to obtain and pay for all required permits, fees, and taxes. OAHPI herein provides the specifications of materials that might be required for plumbing, electrical, carpentry, wall, floor and ceiling repairs, along with painting, cleaning and other work items as necessary for the unit to be returned to OAHPI in a "ready for occupancy" status. All work in each unit assigned to the contractor is to be completed within the date specified at assignment not to exceed fifteen (15) days, unless otherwise stated in writing and agreed upon by both parties.

II. SPECIAL CONDITIONS

A. QUALIFICATIONS

The Contractor MUST adhere, meet or exceed the following, but not limited to qualifications to be in compliance with the resultant agreement:

1. Has been in business as General Contracting Company for at least three (3) years. Be licensed to perform the scope of work in the City of Oakland and the State of California and submit proof of licenses with your proposal. OAHPI will verify experience and CSLB License Board requirements at time of contract award.
2. The Contractor and Subcontractor MUST obtain all required permits, licenses and associated costs for any work performed under this agreement;

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3. The Contractor and Subcontractor MUST obtain and provide documentation of all required licenses to perform the work required under this agreement, i.e. certification in lead-based renovation, painting or repairing of property. The Contractor must maintain a current/active CSLB General Contractors license during the duration of the contract.
4. Have experience with vacant unit turnover of multifamily structures.
5. Maintain adequate insurance coverage, as required as **(EXHIBIT F).**
6. OAHPI may require an audited financial statement to be submitted to assist in determining the ability to perform the required services.

B. CONTRACTOR SELECTION FOR TASK ORDER

This is a Formal request for pricing on an as-needed basis only. OAHPI makes no promise or guarantee of work to the Contractor. OAHPI reserves the right to cancel to terminate this arrangement at any time, if it's in the best interest of the OAHPI. Bids will not be accepted from contractors who have been terminated by OAHPI from past contracts. OAHPI will evaluate all received requests for pricing responses and compile a list of the lowest, responsive and responsible Contractors. The OAHPI Property Manager or Maintenance Supervisor will utilize a Contractor assigned to another Contractor, if the assigned Contractor cannot complete the unit within the allotted time frame. If the Contractor assigned does not respond within twenty-four (24) hours, the OAHPI Property Manager or Maintenance Supervisor will contact a Contractor qualified to complete the task. Non-response to any request for service on at-leased four (4) occasions will result in removal from the approved Contractors list.

Once the Contractor responds to the original request, the Contractor must set up an appointment with the OAHPI Property Manager or Maintenance Supervisor, with in twenty-four (24) hours form the date of the original request, to perform a walkthrough. Failure to schedule the walkthrough within twenty-four (24) hours with the OAHPI Property Manager or Maintenance Supervisor will result in another Contractor being contacted and the loss of the potential project. Failure to schedule a walkthrough in a timely manner on at least four (4) occasions will result in removal from the approved Contractors list.

During the walkthrough, the Maintenance Supervisor or designated representative of OAHPI MUST document all requirements and requested work. After the walkthrough, the OAHPI Property Manager and/or Maintenance Supervisor must obtain the signature of the Contractor agreeing to all work that will be performed for the unit and date it will be completed. All OAHPI Property Managers or Maintenance Supervisors MUST make a copy of this document for their records and to reconcile against the invoices received for this work. The Contractor cannot perform any work not included on the above form. If the Contractor encounters work needed, but not included on the original walk-through document, the Contractor MUST contact the OAHPI Property Manager or Maintenance Supervisor and submit an amended walkthrough document and obtain written approval from the OAHPI Property Manager or Maintenance Supervisor prior to completing the new work. Failure to obtain written approval for any work not included in the original walkthrough document will result in the non-payment by OAHPI for the unapproved work.

C. CONSTRUCTION SCHEDULE

If the Contractor requires additional time to complete the work or is unable to meet the prescribed and agreed upon deadline, the Contractor MUST contact the OAHPI

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Property Manager or Maintenance Supervisor. The OAHPI Property Manager or Maintenance Supervisor will complete an amended document and provide the contractor with a new completion date deadline.

D. STORAGE FACILITIES and SITE CONTROL

1. The Contractor shall provide and maintain such shop and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The OAHPI Property Manager or Maintenance Supervisor shall be consulted with regard to location.
2. Upon completion of the job, or as directed by OAHPI Property Manager or Maintenance Supervisor, the Contractor shall remove all such temporary structures and all facilities from the site, same to become his property, and leavethe premises in the condition required by the OAHPI Property Manager or Maintenance Supervisor.
3. OAHPI will not be responsible for vandalism or loss of any of Contractor's equipment or materials. Any areas being prepared, repaired, or finished shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
4. The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall makeevery effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptance.

E. MATERIALS AND SUBSTITUTIONS

1. When specific manufacturer's names are used in connection with materials herein **(EXHBIT G)** they arementioned as standards. This implies no right on the part of this subcontractor to use othermaterials unless approved as equal in quality and utility by the OAHPI. OAHPI shall govern as to what material is equal to that named, but the burden of proof as to equality of any proposed materials shall be uponthe Contractor.
2. If substitutions are offered, they shall be similarly described in the list of materials, and in addition, shall be covered by drawings and full supporting data. If OAHPI judges any substitution unacceptable, the specified material shall be provided by the Contractor and installed. All delays caused by requests for substitutions and/or review of same by OAHPI shall be the responsibility of the Contractor.
3. Supplemental lists of materials not approved by OAHPI in review ofthe initial list shall be promptly resubmitted. Each supplemental list shall account for all of the items not previously approved. No supplemental list shall include any new substitution.

F. SERVICE INTERRUPTIONS

1. If work is in an occupied unit service interruption shall be made with a minimum of inconvenience to the residents of the housing units.
2. The Contractor shall notify the OAHPI Property Manager or Maintenance Supervisor of their intent to interrupt services in sufficient time to receive approval

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of their planned interruption. After approval, the Contractor shall notify all affected residents providing them with seven (7) days prior written notice. The notice shall indicate when and how long and what type of service will be interrupted and shall instruct the residents about all necessary precautionary measures that should be taken.

3. All service interruptions shall conform to the requirements of OAHPI.
4. Prior to any electrical service interruptions, the Contractor shall obtain from the OAHPI Property Manager or Maintenance Supervisor the name and address of all tenants that are using life support systems. TheContractor shall visit each tenant on a life support system and verify all requirements and shall provide temporary power prior to any electrical service interruption. During each electrical service interruption, the Contractor shall verify that the affected tenants have the proper electrical power supply to their support system(s).
5. The Contractor shall furnish the OAHPI Property Manager or Maintenance Supervisor with emergency telephone numbers and names of authorized personnel to contact after hours and weekends when repairs are required for work under this contract. The Contractor shall respond within two (2) hours of a telephone call for repair services from OAHPI. If the Contractor does not respond by or within two (2) hours, OAHPI may at its option have the repairs made by another Contractor and back- charge the Contractor so there is no additional charge to OAHPI.

G. DISPOSAL OF EXCESS MATERIAL

The Contractor shall be responsible for making his/her own arrangements and paying for disposal of all rubbish and debris required by and/or generated by the execution of this Contract.

H. SUPERVISION BY CONTRACTOR

The Contractor shall provide, at his/her own expense, adequate supervision while the construction work is in progress. The Contractor shall notify OAHPI of performance under theContract of the individual(s) who will provide such supervision, and their scope and limits in acting for the Contractor under the Contract. The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications.

I. INSPECTION AND ACCEPTANCE

1. OAHPI reserves the right to inspect all materials and workmanship at any time. Work underthis Contract is subject to final acceptance by the authorized representative of OAHPI.
2. Upon receipt of a two (2) working days' advance notice from the Contractor, an OAHPI Representative will make a final inspection of the property contained in this Contract, and upon OAHPI’s acceptance, the Contractor's responsibility for such property will cease expect that the normal and accepted implied guarantees shall remain in effect. An OAHPI Representative will make final inspections for each group of units to be completed by the Contractor before they are accepted for return to occupancy.

J. SAFETY PRECAUTIONS

Contractor shall be responsible for all protection to tenants and/or personnel from injury during work under this project. Contractor is cautioned that safety precautions must be considered from the viewpoint of the blind, physically handicapped or deaf persons using the site.

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K. WARRANTY

The Contractor and or manufacturer shall warrant all work for a period of two years from thedate of acceptance of completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost.

L. CLEANUP

Keep the site and adjacent areas clean at all time. Clean-up shall be done as work progressesat the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. If the job site is not cleaned to the satisfaction of the OAHPI Property Manager or Maintenance Supervisor, the cleaning will be done or contracted by the owner and shall be back-charged to the Contractor and deducted from the Contract Price.The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage for the proper execution of the work. The Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the roadway way or on any section where traffic is restricted at any time.

M. FINAL INVOICING

After the Contractor has completed all work, obtained a punch list, obtained final inspection by the OAHPI Property Manager or Maintenance Supervisor, the Contractor must submit all invoice's, for payment within seven (7) business days after work has been approved for directly to the Finance Department. All Contractors will submit the original and amended walkthrough document with their invoices. Contractors are required to return the keys to the unit to the OAHPI Property Manager orMaintenance Supervisor immediately upon unit Approval. Failure to submit a walkthrough document, certified payroll documents and unit acceptance approval forms with your invoice will result in rejection of the invoices.

The Contractor MUST mail all original copies of invoices and back-updocumentations for payment to:

OAHPI c/o Oakland Housing Authority
Finance Department – Accounts Payable
1619 Harrison Street
Oakland, CA 94612

III. GENERAL INFORMATION

A. PROPOSAL SUBMISSION REQUIREMENTS

To properly evaluate each response received OAHPI, all responses submitted for this RFP must be formatted in accordance with the "Response Format" described in the section below. None of the proposed services may conflict with any requirement OAHPI has published hereinor has issued by addendum.

OAHPI shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFP; negotiations with OAHPI on any matter related to the response; and costs associated with interviews, meetings, travel or

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presentations. Additionally, OAHPI shall not be liable for expenses incurred as a result of OAHPI's rejection of any response.

The Respondent(s) selected must be fully qualified to perform the services described above, must possess the appropriate license, and must also comply with all contract requirements.

B. RESPONSE FORMAT (Forms provided in (EXHIBIT I)

To provide objective criteria that can be used in determining various Respondents abilities, please address the following items in the same order as presented below. Submissions must clearly address all of the requirements outlined in this Section. A company qualification brochure may be added as an EXHIBIT at the end of the Proposal. The Respondent may include any other general information that the Respondent believes is appropriate to assist OAHPI in its evaluation.

1. **COVER LETTER** – Include the project name and RFP number, date, identity of the lead person submitting the response and all contact information for the primary contact person during this RFP process.
2. **EXPERIENCE**--Respondent shall provide narrative as documented evidence of relevant experience & Past Performance as to demonstrated experience in successful experience with performing the Scope of Work. Provide number of years' contracting experience and details of experience with Make Ready Services at multi-family and single family resident units of comparable complexity or greater than the Scope of work including General Contractor on-call & minor construction. Respondents without Repair Make Ready experience may provide documented evidence of relevant general contracting and/or repair experience Please be as descriptive as possible.

3. **FIRM's QUALIFICATIONS** – Provide a narrative overview describing the Contractors experience and expertise providing a similar scope of work. Describe the firm's technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing) of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities.

4. **PROJECT APPROACH** – Respondent shall provide narrative and documentation that represents technical approach and capacity to provide services in sufficient quantity and quality required to respond in a timely manner and complete work as scheduled to include:

    a. Staffing- Plan that details the technical approach and capacity i.e. number of crew size, utilization plan, equipment and materials. Include length of service, training, experience. Identify the number of individuals by Work Classification.

    b. Oversight- Method of assigning work and procedures for maintaining level of service, plan of all services and the coordination of owner's

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personnel, subcontractors and suppliers to comply with the timeframe.

c. Quality Control- Plan to insure the requirements of this proposal are achieved.Respondents are encouraged to be specific to include quality control and oversight.

5. **EXAMPLES OF PREVIOUS WORK –** Provide three (3) or more comparable work examples completed within the past seven (7) years to those indicated in Section (III B 2). Experience with any public agency clients should be highlighted. The examples shall also include a brief description and scope of the service(s) and the dates the services were provided.

6. **STAFFING** – Provide the names of each proposed team member staffing and a description oftheir role and responsibilities. Include resumes for each team member and sub-consultant,if any.

7. **REFERENCES** – Provide five (5) references (including names, email and telephone number), of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein in the enclosed form, Exhibit B

8. **PROPOSED COSTS** – Submit Unit Cost Pricing for examples of common task related items for General Contractor On-Call & Minor Construction. **This cost form will be used as an evaluation tool see EXHIBIT A.**

IV. REQUIRED FORMS

The following forms must be submitted with your proposal in the following order:

A. Proposed Cost Form (EXHIBIT A) The form must be completed and signed.

B. Experience Table (EXHIBIT B)

The form *Qualifications Statement* must be completed (EXHIBIT B).

Successful Bidder(s): Successful Bidder(s)' security will be retained until he/she has signedthe contract and furnished the required Payment & Performance Bond.

Unsuccessful Bidders: Unsuccessful Bidders security will be returned upon contract executionwith the successful Bidder(s).

C. Subcontractor Form

The Subcontractor Form must be completed to identify the tasks performed by Contractor and if applicable, subcontractor(s). (EXHIBIT D).

D. Contractors Qualification Questioner

The Contractors Qualification Form must be submitted with your proposal for consideration(EXHIBIT E)

E. Forms are provided to submit responses to questions for Section 111 B. These forms can be used or you may submit your format.(EXHIBIT I).

F. SELECTION PROCESS

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A. RFP Timeline

The following are proposed dates relating to this selection process:

October 19, 2022	RFP Issued
November 9, 2022	**Questions in writing via email, due by 10:00 AM PDT**
November 16, 2022	Responses to questions and Addendum issued and posted on OHA website and Housing Agency Marketplace(if necessary)
November 22, 2022	**Responses due by 10:00 AM PDT. Proposers MUST register with Housing Agency Marketplace in order to submit a proposal.**

B. Questions/Answers

All questions must be submitted in writing via E-mail no later than **10:00 AM PDT, November 9, 2022** All questions will be answered in an addendum issued and posted on the Oakland Housing Authority website by **November 16, 2022 end of day,** if necessary. On the Oakland Housing Authority website www.oakha.org. Select "Business Opportunities", "Procurement", "Current Bid Openings" and "Active Bids".

No questions will be responded to after the question and answer period has expired.Questions are to be submitted to **CCGS@oakha.org**

C. Addendum

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective Respondents. The addendum will be posted on the OHA Vendor Center website at www.oakha.org. Select "Business Opportunities", "Procurement", "Current Bid Openings", "Active Bids", and select the desired bid # as well as Housing Agency Marketplace if applicable at the below link:

https://ha.economicengine.com/requests.html?company_id=50863/

During the RFP solicitation process, CCGS will NOT conduct any *ex parte* conversations (substantive conversation "substantive" meaning, any discussion or exchange between any OAHPI staff and a prospective Respondent that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective Respondents are not present) that may give one prospective Respondent an advantage overother prospective Respondents. This will not bar prospective Respondents from contacting CCGS; however, CCGS will limit communication with prospective Respondents to information already contained in the solicitation documents.

CCGS will not provide verbal responses to any inquiries made by prospective Respondents.Instead, CCGS staff will direct Respondents to submit all questions in writing and will providea copy of the question and answer to all Respondents through a written addendum.

D. Response Due Date

Proposals must be submitted online via Economic Engine/Housing Agency

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Marketplace by at 10 am through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=63442

Respondents MUST register with Economic Engine in order to submit proposals. It maytake time to upload proposals so please take that into consideration when deciding what timeto start uploading your proposal. **Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal.** If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

Submission Responsibilities

It shall be the responsibility of each Respondent to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by OAHPI, including the RFP document, the documents listed within Section IV, and any addenda and required EXHIBITs submitted by the Respondent. By virtue of completing, signing, and submitting the completed documents, the Respondent is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Respondent not authorized in writing by CCGS to excludeany of OAHPI requirements contained within the documents may cause that Respondent to not be considered for award.

E. Evaluation Criteria

The following criteria will be used to evaluate all responses:

Points will be assigned to each response for all weighted areas. The evaluation team will make a recommendation to OAHPI's Board of Directors. Final approval will be made by the Board of Directors. **Total points possible: 100.**

Award of contract, if made, will be to the Respondent(s) that score above the competitive **range of 75** in accordance with the stated evaluation criteria. The minimum number of pointsto qualify is **75 points.**

No.	Criteria	Points
1.	**Experience/Technical:** Respondent shall provide narrative as documented evidence of relevant experience & Past Performance as to demonstrated experience in successful experience with performing the Scope of Work. a. Provide number of years' experience and details of experience with Make Ready Services at multi-family and single family resident units of comparable complexity or greater than the Scope of work. Respondents without Repair Make Ready experience may provide documented evidence of relevant general contracting and/or repair experience.	30
2.	**Qualifications of Staff/Previous Projects**: Respondents shall provide documentation to substantiate Managerial Capacity and Financial Viability to include a concise description of its managerial and financial capacity and work utilization plan to deliver the proposed services, to include:	20

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	a. Project Management Ability: Concise description of Organizational Structure, Management and staff's expertise, include resumes and qualifications of Management and alternate key staff. b. Organization Chart, proof business entity to provide licensed services in California and Qualifications, Training and Experience of the individual(s) to be assigned to OAHPI contract including General Contractor on-call & minor construction Evidence of financial stability and capacity to deliver the proposed services including most recent financial statements and most recent audit if available.	
3.	**Project Approach:** Respondent shall provide narrative and documentation that represents technical approach and capacity to provide services in sufficient quantity and quality required to respond in a timely manner and complete work as scheduled to include: a. Staffing- Plan that details the technical approach and capacity i.e. number of crew size, utilization plan, equipment and materials. Include length of service, training, experience. Identify the number of individuals by Work Classification. b. Oversight- Method of assigning work and procedures for maintaining level ofservice, plan of all services and the coordination of owner's personnel, subcontractors and suppliers to comply with the timeframe. c. Quality Control- Plan to insure the requirements of this proposal are achieved. Respondents are encouraged to be specific to include qualitycontrol and oversight.	25
4.	**References:** Provide a minimum of five (5) former or current clients for whom the business has provided Make Ready Services, General Contracting or Repair Services as described in the Scope of Services within the past three (3) years. For each client provide: Client's name; Telephone number and address; Description of services provided to the client, Date of services; include completion time frame and days over/under schedule, Pictures of recent projects and completed projects, Budget, amount of Change Orders requested, Average number of punch list items, Status of Work (Active, Complete, Closed)	25
	Total	**100**

Qualified Respondent(s) will be selected based on the above criteria.

F. Selection Process

OAHPI will conduct the evaluation process. All responses will be reviewed for completenessand responsiveness. During the evaluation process, OAHPI reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to OAHPI staff.

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Each response will be independently analyzed by members of an evaluation team. The evaluations team will analyze how the Respondent's qualifications, experience, and capabilities meet OAHPI's needs. OAHPI may require the Respondent to submit additional materials to supplement its proposal. The selection will be the sole responsibility of OAHPI. OAHPI reserves the right to reject any and all responses, and shall select Contractor/s based on the most advantageous conditions for OAHPI.

1. **Initial Evaluation for Responsiveness**
   Each response received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). OAHPI reserves the right to reject any responses deemed by OAHPI not minimally responsive and to waive any minor informalities it deems so. OAHPI will notify such firms in writing of any such rejection.

2. **Evaluation Committee**
   Internally, an evaluation packet will be prepared for each evaluator. OAHPI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive responses submitted for this RFP.

3. **Restrictions**
   All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a response entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a response entity will be excluded from participation on the evaluation committee.

   PLEASE NOTE: No Respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP.

   As indicated in this document, the designated CCGS staff member is the only person at OAHPI that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. **Evaluation**
   The appointed evaluation committee shall evaluate the complete responses submitted and award points based on Section (V E) - Evaluation Criteria.

   OAHPI will, at its discretion, contact one or more of the provided References for the Respondents deemed to be within the competitive range. Any negative References will be taken into consideration before proceeding with a final approval by the Board of Commissioners.

5. **Notice of Results of Evaluation**
   Upon completion of the evaluation and internal approval processes (even if the contract has not yet been awarded or board approval is pending), all proposers will receive, by e-mail, a letter of award or non-award.

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G. Contractor Requirements

The awarded contractor/s selected must be fully qualified to perform the services described above.

All work performed pursuant to this RFP must conform to, and comply with, all applicable local, state and federal codes, statutes, laws, and regulations.

H. Payment & Performance Bond: (NOT REQUIRED) The Payment & Performance Bond shall be for one hundred percent (100%) of the contract price and extend through one year guarantee period. The Payment & Performance Bond shall be secured by a surety company authorized to do business in the state of California and on the U.S. Treasury Circular Number 570. OAHPI will also accept Separate Payment & Performance Bonds (each forone hundred percent (100%) or more of the contract price), a twenty percent (20%) CashEscrow, or a twenty-five percent (25%) irrevocable letter of credit. The bid security, whether in the form of a Payment & Performance Bond for one hundred percent (100%) of the contract price, Separate Payment & Performance Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or atwenty-five percent (25%) Irrevocable Letter of Credit, must be submitted at the time of contract award.

I. Insurance Requirements

Prior to award, all successful Respondent(s) will be required to provide the proper license documents and insurance certificates. The selected Respondent(s) and sub-contractors will be required to comply with OAHPI insurance requirements attached hereto. (**EXHIBIT F)**

J. Indemnification

The Contractor must expressly agree to defend, hold harmless and indemnify OAHPI, its commissioners, officers, agents and employees, of and from any claims, loss, damage, injury,actions, causes of action and liability, including attorneys' fees arising out of or connected with the Contractor's operations or performance under the resultant contract.

K. Additional Insured Party

As a condition of the contract, Contractor will be required to provide a valid certificate of insurance and to submit copies of the insurance certificates naming OAHPI as an additional insured party. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OAHPI.

VI. CONTRACT AWARD

A. Negotiations

Once responses have been evaluated and ranked, OAHPI will notify all selected respondents.

1. OAHPI reserves the right to enter into discussions with any Contractors whose RFP submission is deemed most advantageous and in OAHPI's best interest for the purpose of negotiations. OAHPI reserves the right to enter into negotiations with any responsible and responsive contractors within the

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competitive range without the need to repeat the formal solicitation process.

2. OAHPI reserves the right to discuss the needs, methods, and timeline for services.

B. Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting a response, the Respondent is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the OAHPI.

Accordingly, OAHPI has no responsibility to conduct, after the submittal deadline, any negotiations pertaining to the contract clauses already published.

VII. CONTRACT CONDITIONS

The following provisions are considered mandatory conditions of any contract award made by OAHPI pursuant to this RFP:

POOL OF CONTRACTORS

OAHPI intends to create a "pool" of Contractors to provide Vacant Unit Rehabilitation and General Contractor on-call & minor construction for multiple sites. The Pool will consist of various qualified Contractors which will be available on an as-needed basis to provide complete make ready services which include: Janitorial Services, Maintenance, Perimeter Finishing and Painting including General Contractor on-call & minor construction at various locations. The actual number of Pool participants chosen will depend on the number of qualified proposals received. Proposers may submit a proposal based on any combination or all of the services. Proposers should limit their proposal to the services for which they are competent. Proposers selected to participate in the Pool will be assigned work at the discretion of OAHPI based on quality of work, availability, manpower and timeliness and will serve in the Pool for a period of two (2) years with the option, at OAHPI's sole discretion, to extend the contract for up to an additional three (3) one-year options for a maximum total of five years. OAHPI will attempt to match each assignment to the Pool Participant best suited for a given task (i.e., when OAHPI has a need for minor renovations such as kitchens/baths, a contractor with proven experience in renovations may be selected over a contractor that has more experience with painting and little renovation experience.) OAHPI will also determine the number of units any contractor will be assigned at any given time or duration. Selection as a participant of the Pool is not a guaranty of the type or number of tasks for which a participant may be selected.

Should a contractor accept more than one purchase order at any given time from more than one site, the Contractor is still responsible for completing each unit in the ten (10) day timeframe and not in addition to. For example, if a contractor has one three-bedroom unit to turn around and accepts another three-bedroom unit on the same day, the total time to complete both units is ten (10) days and not twenty (20) days.

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT A

Proposed Rates

Please note this form is required to be submitted for your proposal to be considered.

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LISTING OF TRADE SERVICES GROUPS

Following is a listing of the Trade Services Groups for which the Authority intends to establish contracts. Please 'check' the boxes for which you intend to submit and return this page with your submission.

Company Name			
Group Number	**Description**	**Submitting for this Group**	**CA CSLB License Number(s)**
Group 1	General Carpentry & Repair Work – Non-Construction	☐	
Group 2	Painting	☐	
Group 3	Glazier	☐	
Group 4	Doors and Gates	☐	
Group 5	Tile, Terrazzo, and Marble Repairs – including re-grouting	☐	
Group 6	Roofing Repair Work	☐	
Group 7	HVAC	☐	
Group 8	Plumbing	☐	
Group 9	Electrical	☐	
Group 10	Electrical (High Voltage)	☐	
Group 11	Masonry Repairs and Maintenance	☐	
Group 12	Concrete Sealing and Repairs	☐	
Group 13	Welding	☐	
Group 14	Window Cleaning Services	☐	
Group 15	Pest and Bird Control	☐	
Group 16	Cleaning – Job Site Cleanup	☐	
Group 17	Asphalt Repairs	☐	
Group 18	Water Remediation and Repairs	☐	
Group 19	Light Installation	☐	

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Group 20	Hauling and Backhoe (skid steer) services	☐	
Group 21	Stucco/Exterior Insulation Finishing System (EIFS).	☐	
Group 22	Energy Management Systems/Controls/Operating Systems (SCADA)	☐	
Group 23	Electronic Safety and Security/Fire Alarm Class A Addressable	☐	
Group 24	Backflow and Fire Suppression	☐	
Group 25	Fire Suppression Hoods and Extinguishers	☐	
Group 26	Sewer and Water Mainline Leak Repairs	☐	

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APPENDIX A

CATEGORIES/PRICING

Must be completed for all fiscal years of contract

The category descriptions are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the Authority of Oakland, CA., or in close proximity to the Authority borders. The Authority will not pay fuel surcharges

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as is necessary for your firm.

Submission of Offer

*****You only need to return the category/pricing pages for which you are offering services.**

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Return this Section with your Response only if you are offering these services

Group 1 – General Carpentry & Repair Work

Contractor will perform work which is basic to most building construction. Must have ability to erect wood and steel framed walls in buildings; build forms for cast-in-place concrete; erect partitions, stud walls, joints, rafters and hang, tape and texture drywall. Install all types of floor coverings, ceilings, trim, and interior systems. Contractor must be detail oriented and be able to provide high quality finishes.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with plans and specifications and scopes of work as outlined in the provisions of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

Licensed Contractor Name	
License Classification	
License NO:	
License Expiration Date	

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Return this Section with your Response only if you are offering these services

Group 2 – Painting and Specialized Coatings.

Performs duties requiring proficiency in the trade to paint walls, woodwork, fixtures, structures and equipment. Work may include but not be limited to painting of various surfaces as required to present a well-maintained appearance. Work may be interior, exterior, or in confined spaces, such as tanks and vessels. Painting includes the preparation of surfaces and the application of paint, varnish, enamel, lacquer, specialized coatings and similar materials to wood, metal, or masonry. Painters may be required to apply the product with a brush, a spray gun, or a roller. Some coatings may require special equipment and personal protection equipment.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements

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Return this Section with your Response only if you are offering these services

Group 3 – Glazier- Aluminum Entrances and Storefronts

Performs glass services requiring proficient skills in safe repair and replacement of window glass, mirrors, skylights and aluminum framed windows and doors in commercial properties. This may include hardware, closures and ADA operators.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements

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Return this Section with your Response only if you are offering these services

Group 4 – Doors and Gates

It is the intent of the Authority to have 24/7 services as needed for the repair/replacement of Mechanical Doors, Gates and operators. The Authority has a number of mechanical door/gate systems on a variety of buildings (public safety stations, treatment plants, public works sites) that may need replacement or service and/or emergency service. The continued safe operation of these doors are integral to the security protocol of the site. It is the Authority's best interest to retain a vendor to provide those services on an as needed basis. Work may consist of one or more of the following areas including but not limited to: Automatic roll-up doors, automatic bi-folding garage doors, exterior wood and metal garage doors and fire bay doors.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time		**Hours after receiving notification by Authority**

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Return this Section with your Response only if you are offering these services

Group 5 – Tile, Terrazzo, Carpet, Seamless Coated, Sheet Goods and Marble Repairs/Replacement – including re-grouting

Repairs to ceramic tile, terrazzo and/or marble using construction industry standards for various applications, i.e. thin set adhesives, cement grout beds, epoxy setting methods, etc.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time		**Hours after receiving notification by Authority**

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Return this Section with your Response only if you are offering these services

Group 6 – Roofing Repair Work

The Authority has a multitude of buildings with several different roofing systems. The contractor shall have the ability to self- perform, complete repairs, coatings or replacement.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time			**Hours after receiving notification by Authority**

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Return this Section with your Response only if you are offering these services

Group 7 – Heating, Ventilation and Air Conditioning (including evaporative coolers):
Perform routine maintenance and repair and replacement of existing HVAC systems. Contractor may perform work on a variety of mechanical systems. This category includes evaporative coolers. Installs, services and repairs environmental-control systems Authority *establishments* (such as Authority apartment buildings and single family homes and Authority buildings), utilizing knowledge of refrigeration theory, pipefitting and structural layout. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units. Work may include, but not be limited to, maintenance and repair of heating and cooling systems, water and air-cooled chillers, process piping, heat exchangers, valves, strainers, cooling towers and ductwork.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

Contractor Licensing Requirements
Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Return this Section with your Response only if you are offering these services

Group 8 – Plumbing

Work may consist of installation, alteration and repair of piping, fixtures and appliances related to water supply, drain venting, and sanitary systems. Repair plumbing leaks in toilets, sinks, and process piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, sewer and drain clean out, may also include grease trap pumping and maintenance, interceptor pumping, sewer line maintenance, lift station clean out and repair, toilet and urinal cleanout and repair, root treatment, line jetting. Process piping may require welding.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Return this Section with your Response only if you are offering these services

Group 9 – Electrical

Electrical services, commercial and residential, up to 600 volts. Work may consist of one or more of the following, including but not limited to: power distribution, lighting, lighting controls, solar, buildings, parking facilities, parks, treatment plants, vaults, outside spaces, renovation, maintenance, repair, replacement, and new installation. Electricians will assist in install, and test electrical service and electrical wire systems used to provide heat, light, power, air conditioning, and refrigeration in homes, office building. They also install conduit and other materials, and connect electrical machinery, equipment, and controls and transmission systems. They work from blueprints and working drawings to determine materials required for installation. The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 License must be active and current by the due date of this Request for Proposal

The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace. The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program, or any required employee training records or certificates.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

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Return this Section with your Response only if you are offering these services

Group 10 – Electrical (High Voltage)

Electrical services, commercial and residential, up to 12 KVA volts. Work may consist of one or more of the following, including but not limited to: power distribution, lighting, lighting controls, solar, buildings, parking facilities, outside spaces, renovation, maintenance, repair, replacement, and new installation. Electricians lay out, install, and test electrical service and electrical wire systems used to provide heat, light, power, air conditioning, and refrigeration in apartments, homes, office building. They also install conduit and other materials, and connect electrical machinery, equipment, and controls and transmission systems. They work from blueprints and working drawings to determine materials required for installation

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

Contractor Licensing Requirements

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License Classification	
License NO:	
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Return this Section with your Response only if you are offering these services

Group 11 – Masonry Repairs and Maintenance
Install/repair any and all types of masonry block structures as needed to secure property, well heads, pump stations, etc.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

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Group 12 – Concrete Placement, Sealing and Repairs

Work may consist of concrete surfaces as needed i.e., contractor will place, spread, compact, finish and cure concrete for buildings, roads, curbs, sidewalks and structures, using hand tools, vibrators, pumps, troweling machinery and other power tools or equipment.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

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Group 13 – Welding/Fabricating

Contractor shall supply all labor, services, materials, tools and equipment necessary required in repairing/fabricating of roll off bins, stands, brackets, tanks, piping, gates, fencing and other metal structures at Authority locations as needed. Contractor shall be experienced in GAS, MIG, TIG and ARC welding procedures and have possession of such equipment. Fencing and gate fabrication and installation will require the contractor to provide and install gate operators.

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Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
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Group 14 – Window Cleaning Services

The Contractor shall remove mineral deposits, tape, paint splatter, dirt, dust, or other residues at no additional cost to his/her proposed rate. During the window wash process and as part of the proposed rate Contractor shall clean the following, but not limited to: interior and exterior mullions, sills, muttons, and window bars. To further clarify, the entire window and its associated framing shall comprise the cleaning proposed rate.

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Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

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Group 15 – Pest and Bird Control

Perform general pest control for commercial and single family residential structures. This includes interior/exterior treatment for common household pests.

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Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

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Group 16 – Cleaning – Job Site Cleanup

Construction site cleanup services perform a final cleaning and removal of left over construction materials for commercial and residential properties.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

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Group 17 – Asphalt Repairs
Work may consist of minor asphalt repair, crack sealing and seal coating as needed on parking lots, streets and drives.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

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Group 18 – Water Remediation and Repairs

Work will be assigned on an as-needed basis for emergency restoration services including, but not limited to, Water extraction, Fire, Smoke, and Water damage restoration, Debris removal, Sewage backup/overflow, and/or Mold remediation.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

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Group 19 – Light Fixture Installation and upgrades Contractor will install new and replace, repair existing fixtures and lenses.			
Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.			
Contractor agrees to provide services to the Authority on an "as needed" basis in accordance with the specifications and provision of this RFP.			
Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		
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Group 20 – Hauling, Backhoe/Loader, and Tractor Services

Work may consist of cleanup and debris removal on pipelines, box culverts, catch basins, retention basins, vacant lots, storm damage and material hauling. Contractor must provide a list of all equipment offered stating size (capacity) with a cost per hour for each including operator. Trucks will be priced per load mile and per hour.

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List Equipment w/Operator	**Cost Per Hour**	**Cost Per Hour Workday M- F 6am-6pm**	**Cost Per Hour Saturdays**	**Cost Per Hour Sundays and after hours**	**Cost Per Hour Holidays**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
Hauling List Trucks	**Cost Per Load Mile**	**Cost Per Load Mile Workday M- F 6am-6pm**	**Cost Per L Hour Saturdays load Mile**	**Cost Per Load Mile Sundays and after hours**	**Cost Per Load Mile Hour Holidays**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**
	$	**$**	**$**	**$**	**$**

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Group 21 – Stucco/Exterior Insulation Finishing System (EIFS)
This work is primarily for repairs and patching on existing structures.

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Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
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Group 22 – Energy Management Systems/Controls/Operating Systems (SCADA)
Contractor will provide hardware, programing, and general support for various systems used to control the operations of equipment such as fans, pumps, motors, etc.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

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Material Cost:	**Cost Plus**		**%**
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Labor:	**Saturdays**	**$**	**Per hour**
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Group 23 – Electronic Safety and Security/Fire Alarm Class A Addressable

Contractor will perform annual maintenance and testing on Authority owned fire alarm panels and devises as required by the NFPA. Contractor will provide the owner with all of the certifications required to conduct this type of work. Contractor must have access to devises, parts, and programing required to keep the systems operating and in good condition. Contractor must be able to relocate and add additional devises as required by remodels and reconfigurations.

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Material Cost:	**Cost Plus**		**%**
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Labor:	**Saturdays**	**$**	**Per hour**
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Group 24 – Backflow and Fire Suppression

The contractor must be qualified to test and recertify backflow devices, make necessary repairs as required and provide documentation that this work has been completed. The contractor must be able to provide separate testing equipment for the backflows on the reclaimed water system. Cross connection testing is required on all reclaimed water systems to ensure safety. Performing fire flow tests may also be required from time to time on Authority fire hydrants. Fire suppression heads may also need to be relocated as required.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements

Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

Licensed Contractor Name	
License Classification	
License NO:	
License Expiration Date	

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Oakland Affordable Housing Preservation Initiatives	**Oakland Housing Authority** **Request for Proposal (RFP)** **TRADE SERVICES**	**CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)** **1619 Harrison Street, Oakland, CA 94612 * (510) 587-2166 / (510) 587-2124 FAX**

Return this Section with your Response only if you are offering these services

Group 25 – Fire Suppression Hoods and Extinguishers
Contractor will provide the annual inspection and certification of type 1 and type 2 commercial kitchen hoods. This work is primarily for repairs and patching on existing structures.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	
Response Time	**Hours after receiving notification by Authority**		

Contractor Licensing Requirements
Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

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Oakland Affordable Housing Preservation Initiatives	**Oakland Housing Authority** **Request for Proposal (RFP)** **TRADE SERVICES**	**CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)** **1619 Harrison Street, Oakland, CA 94612 * (510) 587-2166 / (510) 587-2124 FAX**

Return this Section with your Response only if you are offering these services

Group 26 – Sewer and Water Mainline Leak Repairs
Damaged mains in both sewer and water must be repaired as quickly as possible. The contractor must respond quickly with the equipment needed to make a repair and get the line back in operation.

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the Authority. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the Authority. The contractor shall honor all material warranties and provide a minimum or exceed a 2 year warranty for parts and labor.

Contractor agrees to make repairs of Authority owned properties on an "as needed" basis in accordance with the specifications and provision of this RFP.

Equipment Costs:	**Cost Plus**		**%**
Material Cost:	**Cost Plus**		**%**
Labor:	**Workdays (M-F) 6am-6pm**	**$**	**Per hour**
Labor:	**Saturdays**	**$**	**Per hour**
Labor:	**Sundays and After Hours**	**$**	**Per hour**
Labor:	**Holidays**	**$**	**Per hour**
Minimum Call-Out Charge		**$**	

Response Time	**Hours after receiving notification by Authority**

Contractor Licensing Requirements
Bidders shall comply with all statutes and rules of the State of California and the Registrar of Contractors. In accordance with CSLB, bidders should have the correct class of license as required by the Registrar of contractors for the work specified, prior to the submissions of a bid. The bidder, in submitting a bid, certifies that he/she has the following license.

Licensed Contractor Name	
License Classification	
License NO:	
License Expiration Date	

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT B

REFERENCES/EXPERIENCE TABLE

Please note this form is required to be submitted for your proposal to be considered.

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LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

Instructions: The Bidders shall submit five (5) former or current clients, preferably other than OAHPI for whom the Bidder has performed similar or like services to those being proposed herein

List of Past Performance/Experience/Client

Information Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

_____

_____

_____

_____

Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

_____

_____

_____

_____

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Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

_____

_____

Client #4

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

_____

_____

Client #5

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

_____

_____

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Other Information (Optional): Bidder's may provide additional documentation to demonstrate their experience doing the types of work required by this Request for Proposals:

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EXHIBIT C

SAMPLE

SCOPE/SPECIFICATIONS

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Oakland Affordable Housing Preservation Initiatives

RFP 22-036 Used For Vacant & Occupied Units Rehabilitation

The services being requested for a complete Vacant & Occupied Units Rehabilitation and Repairs will occur in three (3) phases. Those services may include some of the following, this is only a sample item:

I. Cleaning
II. Maintenance/Repairs
III. Painting

I. CLEANING SERVICES

All surfaces must be wiped off or wash cleaned. This includes, but is not limited, food, grease, webs, dust, dirt. The contractor shall provide all labor, materials and equipment to perform cleaning services. Special consideration for cleaning services include:

1. Bathroom

A. Non-abrasive cleaners must be used to remove soap scrum, mildew, Calcium deposits from tub, commode, shower, sink and tub enclosures, etc.

B. Clean and disinfect all bathroom fixtures (faucets, sink, toilet, bathtub, handles, knobs, etc.)

C. Mirror, medicine cabinet, counter, vanity, exhaust fan, and all other surfaces must be cleaned.

D. Cabinets, drawers and hinges must be cleaned and free of debris.

E. Remove old caulk and apply new caulk to bathtub/shower, sink and toilet base.

2. Floors

A. Stripping Floors

- Contractor must furnish necessary equipment and materials/supplies to perform any floor stripping.
- Use buffer to strip tile floors.
- Clean all corners, under and/or around heat registers and vents.
- Clean baseboards and cove base throughout unit.

B. Carpet Cleaning

- Contractor must furnish all necessary equipment and materials/supplies to perform any carpet cleaning.
- Contractor must vacuum carpets both prior to and after cleaning carpets.
- Carpet cleaning includes, but is not limited to, cleaning the carpet and stain

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removal.

C. **Vinyl Floors**

- Clean vinyl flooring with natural, soft or neutral detergents.

3. **Fixtures & Globes**

- Clean all interior and exterior light fixtures, light shades, globes, switch plates and switches.
- Fixtures must be free of fingerprints, marks, dust, dirt and insects.

4. **Windows & Frames**

- Clean all windows, doors, frames and seals, including front and back storm doors, and including handles and knobs.
- Remove and repair any damage from any old hardware remaining from previous blinds and shades no longer in use.
- All blinds must be cleaned and replaced if necessary.

5. **Kitchen**

A. **Stove**

- Clean the outside of the stove with degreasing soap or all-purpose cleaner.
- Use the degreaser or all-purpose cleaner on the knobs and handles.
- Use oven cleaner for the inside of oven door, inside of broiler, the pan and the oven interior.
- Clean drip pans and vent filters.
- Clean range hood.

B. **Wall**

- Kitchen walls must be cleaned for excessive smoke or grease damage. The area behind the range must be cleaned as well.

C. **Refrigerator**

- Contractor must defrost, clean and dry refrigerator.
- Clean refrigerator using an all-purpose cleaner or any other cleaner that does not harm coating or gaskets.
- Clean excess dust from bottom and rear coil refrigerator.

D. **Cabinets/Sinks/Countertops**

- Clean all cabinets inside and outside.
- Clean sink and countertops.
- Cabinets, drawers and hinges must be cleaned and free of debris.

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6. Miscellaneous

- Clean the outside of water heater and furnace.
- Pressure wash garage/units and concrete (interior/exterior may apply).
- Paint the drywall (interior).

II. MAINTENANCE/REPAIRS

The Contractor is required to make necessary repairs to (or replacement of) apartment fixtures, hardware, and appliances. The contractor shall provide all labor and materials. The unit must function as intended and includes making the necessary repairs as stated below:

1. Leaking Faucets

- All faucets must be operable (no leaks), toilet operable (no leaks).
- All drains must be open and no leaking waste lines.
- Laundry station must be operable.

2. Windows

- Make sure that all windows, storms and primes are in place properly and are operable. They should open, close and be able to lock.
- All screens must be cleaned and in place without any rips or holes.
- Blinds must be in good condition and working properly.

3. Doors

- All doors (interior, exterior, closets and cabinets) must be able to open and close properly without any missing hardware.
- Replace or repair wheels, tracks, hardware, door knobs, etc. so that doors are operable and function properly.
- Exterior Doors must be cleaned both on the inside and outside.
- Exterior doors must be painted as necessary.
- Interior doors must be painted or polyurethanes as necessary.
- Check door sweeps and weather stripping. Replace where needed.
- Install doorstops throughout the unit.
- Damaged doors must be replaced. A damaged door may consist of veneers delaminating, excessive holes, cracks, or anything beyond repair. If replacement of the door is in question, the property manager will be required to approve the replacement of such doors.

4. Cover Plates

- Replace all cracked or damaged electrical cover plates. There must be a cover on any exposed outlet. Example: switches, receptacles, cable or telephone.
- Do **NOT** paint cover plates.

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5. **Electric Fixtures**
    - All light fixtures must be working and with the proper globe or lightshade on it. All receptacles must work. Make sure all GFCI outlets are functioning properly.
    - All switches and outlets must work.
    - Exterior fixtures, such as doorbells, lights, mailbox etc., must work.
    - Replace outlets, switches, and fixtures if needed.
6. **Smoke Alarms/ Carbon Monoxide Detector**
    - All alarms/detectors must be properly installed and working.
    - Old and dirty alarms/detectors need to be cleaned and / or replaced with Smoke/Carbon Monoxide Detector.
    - Install new batteries in all smoke alarms/detectors.
7. **Floor (up to 100 sq. ft. of Vinyl)**
    - Remove and replace flooring as directed by the Property Manager or Maintenance Supervisor. Use termination strips between rooms.
    - Eliminate any possible trip hazards and replace any bad, damaged or missing baseboards, cove base or toe strips.
    - Prior approval by Property Manager is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Property Manager.
8. **Water Heater**
    - In those units so equipped, make sure water heater is operating and venting properly. Report any problems to the property manager.
9. **Furnaces/Wall Heaters**
    - Vacuum out excess dust and check vents for excess dust. Report anyproblems with the furnace/wall heater to the property manager.
10. **Stove**
    - All burners must work including the oven.
    - All knobs must be on and working.
    - Range must have all of its hardware.
    - Gaskets must seal properly.
    - Range drip pans that are not able to be cleaned must be replaced.
11. **Refrigerator**
    - Must operate properly with all parts and hardware on it.

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- Gaskets must seal properly.

12. Range Hood

- Range hood must be working as well as the fan and light.
- The hood must have all of its parts and hardware such as filters, knobs, bulb, etc.
- Range filters that are not able to be cleaned must be replaced.

13. Closets

- Make sure all closet poles and shelves are installed.
- Closets must be cleaned and free of debris
- Ensure closet doors are operational.

14. Stoppers/Strainers

- All sinks must have some type of stopper or strainer installed which works properly.

15. Bathroom Fixtures

- All fixtures must be properly in place, such as soap dishes, towel bars, medicine cabinets, shelves, toothbrush holders, etc.

III. PAINTING

- Caulk where needed on counter tops, window frames, door frames, kitchen cabinets etc.
- Caulk around breaker box.

After the vacant unit is cleaned and necessary maintenance/repairs are completed, the next phase is to paint the unit. Special considerations for painting the unit includes:

1. Sealing of Unit

- Caulk all baseboards.
- Caulk between kitchen cabinet trim and cabinets.
- Secure all loose material (e.g., loose trim boards, loose hinges, uncaulked trim).
- Paintable caulking must be used where cabinets meet wall and where cove base/baseboard meets wall.
- All caulking color must match surrounding surface.
- Any voids larger than ¼" cannot be caulked, additional support is needed, examples:
  - ¼" round wood trim
  - Birch board
  - Expandable foam
  - Expanded foam must be trimmed or sanded

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- Various types of wood trim
- Heat tape (range hoods)

2. **Preparation**

- Remove all hangers, hooks, nails, tape, contact paper, wallpaper, borders etc.
- Take out any obvious imperfections in wall or ceilings.
- Take out imperfections around fixtures of any sort and outlets. (Do not paint electrical fixtures, switches, outlets, cover plates, sprinkler heads, and escutcheon plates.)
- Remove debris and dust from heater registers.
- Use caulk where needed on counter tops, window frames, door frames, kitchen cabinet etc.
- Contractor must scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.
- Contractor must perform surface preparation throughout unit on all walls and surfaces requiring painting for the application of paint; surfaces must be prepared to be consistent with the existing surface.
- All nails, screws, brackets, debris, etc., must be removed. All holes in the walls, ceilings, doors, trim, etc., as well as cracks, will be properly filled, floated or caulked flush with existing surface. Finish will match all other existing finish work.

3. **Painting/Finishing**

All painted surfaces will be repainted to provide a uniform finish and must be free from runs. Work be performed in accordance with all the manufacturer's recommendations. The Contractor will be responsible for correcting at his/her expense any work not accepted by OAHPI.

- Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
- All doors and window trim must be painted. Do not paint damaged doors. Damaged doors must be replaced as identified and defined in the door section above. Doors include but are not limited are not limited to interior, exterior and screen doors.
- If range hoods are currently painted, and range hood paint is peeling, flaking or bubbling, paint with heat-retardant paint, or replace range hood. DO NOT paint range hoods if not currently painted. Touch up any nicks or scrapes to appliances with appliance paint.
- DO NOT paint electric boxes, breaker boxes, breaker boxer, or cover plates unless previous painted. DO NOT paint shut.

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- Properly use drop cloths.
- Properly clean paint equipment and wall repair materials. Do not clean paint equipment in units. Protect all drains from clogging. Contractor may be held accountable for plumbing costs incurred due to Contractor's actions. DO NOT dispose of paint in trash chutes or garbage bins.

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT D

SUBCONTRACTORS FORM

Please note this form is required to be submitted for your proposal to be considered.

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SUBCONTRACTOR FORM

(PAGE 1 OF 2)

OAHPI requires all bidders to identify all subcontractors* proposed as part of this bid. Failure to provide all the information herewith requested may result in rejection of the bid.

Subcontractor	Classification	Amount	Location	Ownership (check)		
				MBE	WBE	SBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

(Attach additional page if necessary.)

MBE - Minority Business Enterprise
WBE - Woman Business Enterprise
SBE - Small Business Enterprise

**List Sub-Contractors for work in excess of ½ of 1 percent of Bidders total bid [Reference: California Public Contract Code Section 4104(a)(1)] .*

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SUBCONTRACTOR FORM

(PAGE 2 OF 2)

OAHPI requires all bidders to identify all work that is **not** to be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the bid.

Classification/Type of Work	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Date_____

Name of Bidder _____

By _____

By _____

Title_____

Address _____

_____

Phone _____

Federal I.D. Number_____

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT E

CONTRACTOR QUESTIONER

Please note this form is required to be submitted for your proposal to be considered.

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CONTRACTOR QUALIFICATIONS QUESTIONNAIRE (REQUIRED)

RFP 22-036 Vacant Unit Rehabilitation and General Contractor on-call & minor construction for (multiple sites)

SUBMIT THIS FORM WITH THE RFP, FAILURE TO DO SO IS GROUNDS FOR DISQUALIFICATION

General Information

Proposer's Company Name .....

Name of Contact Person .....

Legal Structure (corporation/partner/proprietor) .....

Principle Office Address .....

City, State, Zip .....

Phone Number(s) & Fax Number .....

Email .....

Tax Identification Number .....

Title of Person Authorized to Sign .....

Print Name of Person Authorized to Sign .....

Contractor License No./Type/Exp. Date .....

Is Your Business a MBE / WBE / Section 3 Business? Please specify. .....

General Questions

Company History Questions (Yes/No, Circle One)

1. Do you have experience in Vacant Unit Rehabilitation and Repair **Y / N**

2. Within the past 5 years has your company, Principal, or Affiliate been the subject of any of the following (respond to each)

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(a) A judgment of conviction for any business related conduct consulting a crime under state or federal law? **Y / N**

(b) A criminal investigation or indictment for business related conduct constituting a crime under state or federal law? **Y / N**

(c) A federal or state suspension or debarment? **Y / N**

(d) A voluntary exclusion from bidding/contracting? **Y / N**

(e) An OSHA Citation and Notification of Penalty containing a violation classified as serious? **Y / N**

(f) An OSHA Citation and Notification of Penalty containing a violation classified as willful? **Y / N**

(g) A state labor law violation deemed willful? **Y / N**

(h) Any bankruptcy or reorganization proceeding? **Y / N**

(i) Any suspension or revocation of any business or professional license or certifications? **Y / N**

(j) Falsified business records? **Y / N**

3. State the number of year/months your business has been in operation.

Response:

4. State the approximate number of jobs completed as a General Contractor in the **last 5 years.**

Response: (state the number of jobs that match the value)
Number of jobs completed:
Number of jobs between $1,000 - $5,000: _____
Number of jobs between $5,000 - $10,000: _____

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Number of jobs between $10,000 - $25,000: _____

Number of jobs between $25,000 - $50,000: _____

Number of jobs between $50,000 - $100,000: _____

Number of jobs above $100,000: - $500,000_____

Please answer the following questions. The answers will assist evaluators on ratings.

PRODUCTS:

1. Describe how your company deals with shipping delays. How do you notify your customer of delays?

2. How many products do you stock? Where?

3. If your product is defective, what is the replacement process and turnaround?

4. What is the capability of your company to respond to rush orders?

5. State whether your company provides a quality guarantee on your products. If so, please describe.

6. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

7. What is your standard warranty on replacement parts?

SERVICES:

8. During the renovation of units tell us what efforts are made for cleanliness of both the site and the renovated unit during the renovation process. Include all safety items to ensure the residents of the sites safety.

9. Describe how your company handles customer service needs, i.e., punch list items and your timeliness to completion of such items.

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10. Discuss your organization's capability and historical flexibility in completing vacant units in a timely manner.

11. List the dollar volume your company completes in vacancy renovations.

12. List the steps taken from start to finish in receiving a vacant unit request to the completion of the vacant unit. Include time frames associated with each step.

13. State your employee's capabilities in specialized trades. Describe workmanship detail.

14. What is your standard warranty on installation?

15. State whether your company provides a quality guarantee on your labor. If so, please describe.

SAFETY:

16. Describe your company's safety program during service/repair work.

17. Describe your company's safety program during construction.

I certify that I have read the questions and qualification statements surrounding services of the proposed project and that the information provided in this Statement of Qualifications is true and correct to the best of my knowledge and belief. I understand that any information contained herein found to be false or willfully misleading may be grounds for disqualification from this and other Oakland Housing Authority projects.

Contractor Name: _____

Authorized Signature: _____

Date: _____

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT F

INSURANCE COVERAGE

DocuSign Envelope ID: CED00769-210D-452E-947C-79CFE1638A5A

Oakland Housing Authority
Oakland Affordable Housing Preservation Initiative

INSURANCE REQUIREMENTS

Consultant/Contractor/Organization shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability,** Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Consultant's coverage is to be endorsed to include contractual liability up to breach of contract or non proforma.
5. **Fidelity Bond** appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.
7. **Builders Risk Insurance** as required by the State of California
8. **Crane Physical Damage Insurance** as required by the State of California (Code Section 1763.1).
9. **Pollution Insurance –** CalEPA standards of air emissions.
10. **Garage Liability** as required by the Bureau of Automotive Repair of the State of California (BAR) – to be endorsed for injury and property damaged.

Minimum Limits of Insurance

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable.)	**$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either

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	the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:	**$1,000,000** per accident for bodily injury and property damage.
4. Builders Risk Insurance:	**$1,000,000** per occurrence for direct physical property damage.
5. Crane Physical Damage Insurance:	**$1,000,000** per occurrence for direct physical property damage.
6. Pollution	**$1,000,000** per occurrence for direct air emissions violations.
7. Professional Liability (Errors & Omissions)	**$1,000,000** is to be endorsed to include indemnification from misleading or fraudulent acts, defense against negligent claims and damages. Failure to perform on the part of the service provider up to and including breach of contract.
8. Garage Liability	**$1,000,000** per occurrence for bodily injury and property damage from direct garage operations not covered under commercial or business liability insurance. Garage insurance will consist of an employee dishonesty provision for theft or vandalism done by an employee to any Authority vehicle while in the possession of the garage.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

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Oakland Housing Authority
Oakland Affordable Housing Preservation Initiative

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.

2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage
Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Oakland Housing Authority shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

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Oakland Affordable Housing
Preservation Initiatives

EXHIBIT G

SAMPLE MATERIALS

(commonly used in vacant units)

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OAHPI SAMPLE MATERIALS

All listed items have been approved as (Authority Standard Materials) should any item be substituted; the vendor must receive prior approval from the (Authority Standards Committee) no exceptions will be allowed without prior approval or the vendor will replace such items at their cost. THIS IS A SAMPLE OF A PREVIOUSLY COMPLETED UNIT!

	DESCRIPTION	TYPICAL PKG QTY	ITEM TYPE	QTY
	30" White Range Hood - 7" Round Vent	1	Appliance	**1**
	Double Outlet Washing Machine Box	1	Appliance	**1**
	Single-Gang Decorator Wall Plate "Pkg Of 25" "Pkg Of 25" - Unbreakable Nylon - White - 2-	25	Electrical	**1**
	Double-Gang Decorator Wall Plate "Pkg Of 25" "Pkg Of 25" - Unbreakable Nylon - White - 4-	25	Electrical	**1**
	15 Amp Sngl Pole Decoratr Wall Switch	1	Electrical	**10**
	15 Amp Decorator Wall Receptacle	1	Electrical	**20**
	15 Amp W/Lite Gfci - White "Pkg Of 12"	12	Electrical	**1**
	Wht Surface Phone Jack Plate"Pkg Of 2"	2	Electrical	**2**
	50' 12/2 Romex Nm-B Wire	1	Electrical	**1**
	Kidde Ac/Dc Co/Smoke Alarm - Talking	1	Electrical	**2**
	Kidde Dual Sensor Ac/Dc Smoke Alarm	1	Electrical	**3**
	36X80 6-Panel Steel Pre-Hung Right Hand – Solid Core MDF	1	Fabrication	**5**
	2-1/4" X 7' Primed Mdf Colonial Casing	1	Fabrication	**25**
	72 X 80" 6-Panel Wardrobe Door White – Solid Core MDF	1	Fabrication	**6**
	Moen® Arbor™ model 7790CSL Pull-Down Kitchen Faucet - Stainless Steel Finish - 2.2 Gpm @ 60 Psi - Ultra	1	Faucets/Showe	**1**
	5' Satin Nickel Shower Rod Set	1	Faucets/Showe rheads	**1**
	Brentwood Tp Holder Satin Nickel	1	Faucets/Showe rheads	**1**
	Brentwood 24" Towel Bar Satin Nickel	1	Faucets/Showe rheads	**2**
	Brentwood Towel Ring Satin Nickel	1	Faucets/Showe rheads	**1**
	1-1/2 X 42" Cncld Mnt Stainless Grab Bar	1	Faucets/Showe rheads	**1**
	1-1/2 X 18" Cncld Mnt Stainless Grab Bar	1	Faucets/Showe rheads	**1**
	American Standard® Reliant™ 3 Single Handle Bath Faucet With Pop-Up - Chrome Finish -	1	Faucets/Showe	**1**
	American Standard® Reliant™ 3 Pressure Balance Tub-Shower Trim Kit - Chrome Finish -	1	Faucets/Showe	**1**
	4" Commercial Flexible Door Stop "Pkg Of 5" - Satin Nickel	5	Hardware	**2**
	Schlage Sat Nick Accent Passage Lever	1	Hardware	**4**
	Schlage Sat Nick Accent Privacy Lever	1	Hardware	**1**
	Schlage Sat Nick Accent Entry Lever	1	Hardware	**1**
	Schlage Hvy-Dty Sn Sgl Cyl Deadblt	1	Hardware	**1**
	Williams 50,000 Btu Gas Furnace "Fob"	1	HVAC	**2**
	Broan Commercial Duty Fan/Light	1	HVAC	**2**
	Aspen® 22 X 33" Double Bowl Stainless Steel Sink - Four Hole - 8" Depth - 20 Gauge - Satin	1	Kitchen & Bath	**1**
	American Standard® Aqualyn™ White China Lavatory - 17-3/8 X 20-3/8" Oval - 4" Centers -	1	Kitchen & Bath	**1**
	Am. Std Pro Cadet 3 El Bowl Ada	1	Kitchen & Bath	**1**
	Fluidmaster 16" Stainless Steel Flexible Water Supply - 125 Psi - 3/8" Compression X 1/2"	1	Kitchen & Bath	**4**
	Fluidmaster® No-Burst® 16" Stainless Steel Flexible Toilet Water Supply - 125 Psi - 3/8"	1	Kitchen & Bath	**1**
	Quarter Turn Brass Angle Stop "Pkg Of 2" - Chrome-Plated Brass - 1/2" Nominal (5/8" Od)	2	Kitchen & Bath	**3**

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Continued OAHPI SAMPLE MATERIALS

All listed items have been approved as (Authority Standard Materials) should any item be substituted; the vendor must receive prior approval from the (Authority Standards Committee) no exceptions will be allowed without prior approval or the vendor will replace such items at their cost. THIS IS A SAMPLE OF A PREVIOUSLY COMPLETED UNIT!

	DESCRIPTION	TYPICAL PKG QTY	ITEM TYPE	QTY
	Big Boy Kitchen Sink Strainer	1	Kitchen & Bath	**2**
	17-Gauge Chrome-Plated Brass Trap - 1-1/2 X 1-1/2 & 1-1/4" - Ground Joint Fitting - Chrome-	1	Kitchen & Bath	**1**
	1-1/2" Chrome-Plated Brass Center Outlet Tee	1	Kitchen & Bath	**1**
	Chrome-Plated Slip Joint Waste Arm - 17-Gauge - 1-1/2 X 7-1/2"	1	Kitchen & Bath	**2**
	17-Gauge Chrome-Plated Brass Tailpiece - 1-1/2 X 8"	1	Kitchen & Bath	**2**
	Am.Std Americast Tub Rght Hand Mnt	1	Kitchen & Bath	**1**
	Acrylux 3Pc Bath Tub Wall Set - Tiled	1	Kitchen & Bath	**1**
	2-LT Fluorescent Oval Ceiling Fixture	2	Lighting Fixtures	**2**
	26W Saturn Fluorescent Ceiling Fixture	1	Lighting Fixtures	**1**
	Energy Star 4Lt Vanity Light, Br.Nickel	1	Lighting Fixtures	**1**
	10.1 Oz Wht Dap Alex Plus "Case Of 12"	12	Paint & Sundries	**1**
	5 Gal Swiss Coffee Latex Flat Paint"Fob"	1	Paint & Sundries	**5**
	5 Gal Glidden/Behr Ez Trk Ceiling Paint	1	Paint & Sundries	**1**
Carpet	Carpet pad 6 lb. 7/16 thickness, green label certified.		cabinet	
Carpet	Coronet Carpets (2411 Big League) Wovenpol as specified in the field		cabinet	
Lino	Mannington Mills (Jumpstart) low gloss 12' roll		cabinet	
	Misc Hardware/Parts		cabinet	
Counter	Granite Countertops		cabinet	**1**
Cabinet	**All cabinets will be plywood box construction with easy close guides and Euro hinges with hardwood face frames and hardwood 3/4 inch raised panel doors. Timberlake Cabinets or equal Maple "Spice"**		cabinet	
Cabinet	B361TD		cabinet	
Cabinet	SB30		cabinet	
Cabinet	VSB30		cabinet	
Cabinet	BLB39/42		cabinet	
Cabinet	UF3		cabinet	
Cabinet	DB24 4DWR		cabinet	
Cabinet	W2136		cabinet	
Cabinet	W3036		cabinet	
Cabinet	UF3		cabinet	
Cabinet	W3015		cabinet	
Cabinet	W3018 X 24 DP		cabinet	
Cabinet	W4242		cabinet	
Cabinet	BTK8WD		cabinet	

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Oakland Affordable Housing
Preservation Initiatives

EXHIBIT H
SAMPLE OAHPI
CONTRACT

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OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES CONSTRUCTION SERVICES AGREEMENT [TEMPLATE FOR WORK WITHOUT ANY EXCAVATION OR TRENCHING]

ADMINISTRATIVE COVER SHEET
TO BE REMOVED UPON COMPLETION AND PRIOR TO EXECUTION

CHECKLIST OF INFORMATION NEEDED TO COMPLETE CONTRACT

_____ Date of Agreement, p. 1, first paragraph

_____ Full legal name of Contractor, p. 1, first paragraph

_____ Contractor legal entity type, p. 1 first paragraph (i.e. "a California corporation" or "a California limited liability company")

_____ Date of RFP, and date OAHPI selected Contractor, Recital B

_____ Name and entity type of architect, Section 1.2(d)

_____ Full legal name and entity type of Contactor, Section 1.2(i)

_____ RFP date and date of Contractor's response to RFP, Section 1.2(r)

_____ Property address, Section 1.2(v)

_____ General description of Work, Section 1.2(dd)

_____ Date of Davis-Bacon Wages, Section 1.3 (*If Applicable)*

_____ Contractor's license number, Section 2.3

_____ Date for commencement of work, Section 2.8(b)

_____ Guaranteed Maximum Price, Section 3.1(a)

_____ Daily liquidated damages amount, Section 4.3(d)

_____ Name and contact information for Contractor representative, Section 7.8(a)

_____ Name and address for Contractor, Section 7.9

_____ Amount for "Material Subcontractor" (based on GMP amount), Section 7.18(b)

_____ Contractor signature block (full legal name and entity type-must match page 1)

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OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is entered into as of November 29, 2022, by and between the OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES ("OAHPI"), and CONNOR DALY CONSTRUCTION, collectively referred to herein as the "Parties", with reference to the following facts:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. On August 6, 2021, OAHPI issued the RFP for the Work. Thereafter, on September 9, 2021, OAHPI selected the Contractor to perform the Work in accordance with the RFP.

C. The Contractor has represented to OAHPI that the Contractor has the necessary skill and expertise to perform the Work.

D. The Parties wish to enter into this Agreement to memorialize their agreement as to the specific requirements regarding the renovation and modernization project at the Property.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE; DEFINITIONS

Section 1.1 Purpose.

The purpose of this Agreement is to authorize Contractor to take actions necessary to perform the Work on the Property. Contractor hereby agrees to perform the Work in compliance with the terms and conditions of this Agreement, within the time periods provided by the Schedule, and for the costs set forth on the Contractor Schedule of Values.

Section 1.2 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.2 wherever used in this Agreement, unless otherwise provided:

(a) "Acceptance Certificate" shall have the mean set forth in Section 2.9 below.

(b) "Agreement" shall mean this Construction Services Agreement and all Exhibits.

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(c) "Application for Payment" shall have the meaning set forth in Section 3.3(b) below.

(d) "OAHPI" shall mean the Oakland Affordable Housing Preservation Initiatives.

(e) "Change Order" shall have the meaning set forth in Section 2.11 below.

(f) "City" shall mean the City of Oakland.

(g) "Contracting Officer" shall have the meaning set forth in Section 5.7 below.

(h) "Contractor" shall mean CONNOR DALY CONSTRUCTION.

(i) "Contract Documents" shall mean this Agreement (including all exhibits attached hereto), the General Conditions, and the Plans.

(j) "Contract Sum" shall have the meaning set forth in Section 3.1 below.

(k) "Contract Time" shall have the meaning set forth in Section 2.9 below.

(l) "Cost of the Work" shall mean the costs and expenses incurred by, or on behalf of, the Contractor in connection with the performance of the Work, as more particularly described in Section 3.1.

(m) "DIR" shall mean the State of California Department of Industrial Relations.

(n) "General Conditions" shall mean the General Conditions for Construction Contract attached hereto as Exhibit E.

(o) "Guaranteed Maximum Price" shall have the meaning set forth in Section 3.1(b) below.

(p) "HUD" shall mean the United States Department of Housing and Urban Development.

(q) "RFP" shall mean the Request for Proposals issued by OAHPI on August 6, 2021, and the Contractor's response dated September 9, 2021, each of which are attached hereto as Exhibit H, and incorporated into this Agreement by this reference.

(r) "Notice to Proceed" shall mean the notice to be issued by OAHPI to the Contractor to establish the date for the commencement of the Work.

(s) "Parties" shall mean OAHPI and Contractor. "Party" shall mean either OAHPI or the Contractor.

(t) "Plans" shall mean the plans and specifications as set forth on Exhibit D.

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(u) "Property" shall mean the real property located in the City of Oakland commonly known as 1248 E 34TH Avenue, owned by OAHPI, on which the Contractor shall perform the Work.

(v) "Retention Amount" shall have the meaning set forth in Section 3.3(a) below.

(w) "Schedule" shall mean the schedule for performance of the Work attached as Exhibit G, as the Parties may revise from time to time, pursuant to a Change Order.

(x) "Subcontractor" shall mean any subcontractor under direct contract with the Contractor as more particularly described in Section 2.4.

(y) "Substantial Completion" shall mean the stage in the progress of the Work where the work is sufficiently complete in accordance with this Agreement and all other Contract Documents so that the work may be utilized for its intended use as evidenced by the Acceptance Certificate.

(z) "Work" shall mean, collectively: (i) Seismic Retrofitting of building/s on the Property, as more particularly set forth in Exhibit A, and as set forth on the Plans; and (ii) all other construction and services required by the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents (including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations).

Section 1.3 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Work
Exhibit B: List of Subcontractors
Exhibit C: Contractor Schedule of Values, Qualifications & Exclusions
Exhibit D: List of Plans
Exhibit E: General Conditions for Construction Contract
Exhibit F: Insurance Requirements
Exhibit G: Schedule
Exhibit H: Documents incorporated for reference from RFP

ARTICLE 2
CONSTRUCTION SERVICES

Section 2.1 Scope of Work.

The Contractor shall perform the Work as set forth in the Plans provided to the Contractor by OAHPI.

In addition to the requirements set forth herein, Contractor shall also be subject to the terms and provisions set forth in the General Conditions of the Contract for Construction

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attached hereto as Exhibit E and incorporated herein by this reference, except to the extent otherwise specifically stated herein.

Section 2.2 Responsibility for Performance of the Work.

(a) Contractor Responsibilities. Contractor shall manage all activities associated with the performance of the Work in accordance with this Agreement, including, but not limited to, the following activities:

(i) In addition to the requirements set forth in Section 3.1 of the General Conditions, Contractor shall employ a full-time superintendent to be on the jobsite at all times during the progress of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. OAHPI shall have the right to approve the superintendent. If the Contractor removes the superintendent, OAHPI shall have the right to approve the replacement superintendent, which shall not be unreasonably denied.

(ii) Contractor shall conduct weekly job site meeting with the OAHPI's representative to keep OAHPI informed of the progress of the Work. Contractor shall provide OAHPI copies of minutes of any job site meetings.

(iii) The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

(iv) Subject to OAHPI's obligation to disburse funds set forth in Section 3.3(c) below, Contractor shall make, or cause to be made, payment of all monies due and legally owing to all persons doing any work, furnishing any materials or supplies, or renting any equipment to Contractor or any of its Subcontractors in connection with performance of the Work, within ten (10) days following receipt of payment from OAHPI.

(v) The Contractor shall be responsible to OAHPI for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors and for any damages, losses, costs, expenses, including but not limited to attorneys' fees resulting from such acts and omissions. In accordance with Labor Code 1810, Contractor acknowledges that eight (8) hours of labor constitutes a legal day's work.

(b) Use of Site. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Property by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Property. The Contractor shall take reasonable precautions and measures to protect materials and equipment stored at the Property from weather, theft, and damage, and the Contractor shall be solely liable for any loss or damage to such materials and equipment. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such manner that public areas adjacent to the Property of

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the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

Section 2.3 Contractor Representations and Warranties.

(a) Representations and Warranties. The Contractor represents and warrants the following to OAHPI (in addition to any other representations and warranties contained in the Agreement) as a material inducement to OAHPI to execute this Agreement:

(i) The Contractor, and to the best of Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(ii) The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

(iii) The Contractor is authorized to do business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work. The Contractor's license number is 546425;

(iv) The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;

(v) The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular project, and will perform the Work with the care, skill, and diligence of such a contractor;

(vi) Except as disclosed to OAHPI in writing, there are no claims, actions, investigations, suits, or proceedings pending affecting Contractor's performance under the Contract Documents; and

(vii) All financial information delivered to OAHPI, including all information relating to the financial condition of the Contractor or any of its partners, joint venturers, or members (as applicable), fairly and accurately represents the financial condition being reported on as of its date. All such information is prepared in accordance with generally accepted accounting principles consistently applied, unless otherwise noted. There has been no material adverse change in the financial condition of any of the persons described above-reported at any time to OAHPI, except as previously disclosed to OAHPI in writing in later financial information and found acceptable to OAHPI in its sole and absolute discretion.

(b) Survival. The foregoing representations and warranties shall survive the execution and delivery of this Agreement and any termination of this Agreement.

Section 2.4 Subcontractors.

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(a) List of Subcontractors. The Contractor's list of approved Subcontractors for the performance of the Work, and each of the Subcontractor's license numbers, is set forth on Exhibit B. In the event the Contractor desires to replace any Subcontractor pursuant to Public Contract Code Section 4107, then the Contractor shall notify OAHPI in writing, and, OAHPI shall then follow the process set forth in Public Contract Code 4107(a). Thereafter, if requested by OAHPI in writing, the Contractor shall provide OAHPI with a draft copy of its form subcontract, and disclose to OAHPI the name, trade, and subcontract amounts for each subcontractor prior to the proposed subcontractor's performance of any portion of the Work. Subcontractors shall have the required licenses and expertise necessary to perform the proposed subcontract work. OAHPI will promptly reply to the Contractor in writing stating whether or not OAHPI, after due investigation, has reasonable objection to any such proposed person or entity. Provided OAHPI has not objected to the proposed subcontractor, such person or entity shall be deemed a "Subcontractor". The Contractor shall not contract with a proposed person or entity to whom OAHPI has made reasonable and timely objection, or an entity that has been debarred by the DIR. If any contract between the Contractor and a Subcontractor is materially altered so that it differs from the form subcontract provided to OAHPI with regard to terms other than (1) the description of the Work to be performed pursuant to the subcontract, and (2) the subcontract price, that subcontract shall be submitted to OAHPI for its review prior to the commencement of applicable portion of the Work.

(b) Subcontracts. By appropriate agreement the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of this Agreement and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the Contractor, by this Agreement, assumes toward OAHPI. Each subcontract shall, among other matters: (i) require that the work be performed in accordance with the requirements of this Agreement; (ii) require the Subcontractor to carry and maintain liability insurance in accordance with this Agreement; and, (iii) shall specifically provide that OAHPI is an intended third-party beneficiary of such subcontract and that the Subcontractor recognizes the rights of OAHPI to take an assignment of its subcontract after termination of this Agreement by OAHPI on default of the Contractor.

Section 2.5 Payment and Performance Bonds.

Prior to commencement of the Work, the Contractor shall deliver to OAHPI copies of labor and material (payment) bonds and performance (general contractor bond) bonds for the Work in an amount equal to one hundred percent (100%) of the scheduled costs of the Work. Said bonds shall comply with the requirements of California Civil Code Section 3248 and shall be issued by an insurance company which is licensed to do business in California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and for amounts which are not in excess of the acceptable amount set forth on such list for the respective surety. The bonds shall name OAHPI as a co-obligee or assignee.

Section 2.6 Right of Entry; Job Site Facilities.

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(a) Right of Entry. OAHPI hereby grants Contractor a right to enter the Property for the purpose of performing the Work. This right of entry may be exercised by Contractor, and its employees, agents, and Subcontractors. This right of entry will terminate upon the sooner to occur of: (i) completion of the Work; or (ii) the occurrence of an event of default under this Agreement.

(b) No Liens. The Contractor and all Subcontractors and all material suppliers are prohibited from placing any liens on the Property; provided, however nothing in this subsection shall be deemed to prohibit the filing of a stop notice.

(c) Signs. Subject to prior approval of OAHPI as to size, design, type and location, and to local regulations, the Contractor and its Subcontractors may erect temporary signs for purposes of identification and, to the extent applicable, controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property. The Contractor shall comply with all applicable CAL OSHA standards.

(d) Job Site Facilities. In addition to the requirements set forth in Section 3.4.1 of the General Conditions, the Contractor may provide a jobsite trailer and portable sanitary facilities. This office will be located so as to cause no interference to any Work to be performed on the Property. The Contractor shall consult with OAHPI with regard to location. Unless otherwise agreed to by the Parties, upon completion of the Work, the Contractor shall remove all such temporary structures and facilities from the Property. On-site storage will be permitted, as a convenience to the Contractor, in areas designated by OAHPI for such purposes. Contractor shall take reasonable security measures to protect against theft and vandalism. Contractor is responsible for Contractor owned tools and equipment. Except for damage due to Contractor's negligence or willful misconduct, damage or vandalism to the Improvements, products at the Property, in storage or in transit shall be covered by the builder's risk policy, described in Section 7.19, below. The Contractor may, at its option and expense, rent off-site facilities for the storage and securing of its materials.

Section 2.7 Safety Precautions and Programs.

(a) Contractor Responsibility. In addition to the requirements set forth in Section 3.3 of the General Conditions, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and for providing safe conditions for the performance of the Work. OAHPI shall have no liability or responsibility for the physical condition or safety of the site or any improvements made by the Contractor and located on the Property until acceptance of the Work by OAHPI as evidenced by the Acceptance Certificate more particularly described in Section 2.9(b). The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i) employees at the Property and other persons who may be affected thereby, including, but not limited to the tenants of the residential units located at the Property (collectively, the "Residential Tenants");

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(ii) the materials and equipment to be used in connection with the performance of the Work, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and

(iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

(b) Residential Tenants. The Contractor acknowledges that the Residential Tenants shall be occupying the portions of the Property above the portions of the Property where the Work will be performed. The Contractor shall take all reasonable precautions to ensure that the Work is performed in such a manner so as not to endanger, threaten, or impair the safety of Residential Tenants or their guests and invitees, and shall construct and maintain reasonable safeguards as required by the condition and progress of the Work. Contractor shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Work.

(c) Utilities. In the event that the performance of the Work requires existing utilities (including, but not limited to, water, heat, electricity, or telecommunications) to be shut-off, then the Contractor shall not cause such utilities to be shut off until: (i) Contractor has notified OAHPI of such requirement, and (ii) OAHPI has notified the Residential Tenants of such requirement in accordance with the Residential Tenants' leases. In such event the Contractor shall use commercially reasonable efforts to minimize the time period that any utility serving the Property is shut-off.

(d) Notices. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) Explosives. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for performance of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall also give OAHPI reasonable advance notice.

(f) Damage. The Contractor shall promptly remedy damage and loss to property referred to in Subsections 2.7(a)(ii) and (iii) above, to the extent caused by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subsections 2.7(a)(ii) and (iii), except damage or loss attributable to acts or omissions of OAHPI and not attributable to the fault or negligence of the Contractor.

(g) No Overloading. The Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.

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(h) Suspension. When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Improvements, as necessary, from injury by any cause, including, but not limited to rain or other weather conditions.

(i) Notice to OAHPI. The Contractor shall promptly report in writing to the OAHPI all accidents arising out of or in connection with the Work that caused death, serious personal injury, or serious property damage (other than the demolition of any existing improvements on the Property as set forth in the Plans), giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to OAHPI.

Section 2.8 Conditions Precedent to Commencement of the Work.

(a) Conditions. Contractor shall cause the commencement of Work by no later than the date set forth in a Notice to Proceed issued by OAHPI; provided, however, OAHPI shall not be under any obligation to issue a Notice to Proceed until satisfaction of the following conditions precedent:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) Contractor has furnished OAHPI with evidence of the bonds meeting the requirements of Section 2.5 above.

(iii) Contractor has executed and delivered OAHPI all documents, instruments, and policies required by OAHPI pursuant to this Agreement.

(iv) Contractor has furnished OAHPI with evidence of the insurance coverage meeting the requirements of Section 2.18 below.

(v) The Contractor has secured all necessary permits, fees and licenses as set forth in Section 2.12(a).

(b) Termination. If Contractor has not satisfied the conditions precedent set forth in this Section 2.8 by the earlier of: (i) the date set forth in the Notice to Proceed; or (ii) February 15, **2022**, then such failure shall constitute a default as set forth in Section 4.2, below, and OAHPI may, in its sole discretion, terminate this Agreement. In the event of such termination neither Party shall have any continuing liability or obligations except for continuing indemnities provided elsewhere in this Agreement.

Section 2.9 Completion of the Work.

(a) Compliance with Schedule. The Contractor shall complete all Work required under this Agreement within 120 calendar days of the Effective Date of this Agreement, or within the time schedule established in the Notice of Proceed issued by the Contracting Officer ("Contract Time"). The Contractor shall perform the Work in strict accordance with the Schedule submitted to and accepted by OAHPI. The Contractor shall have the sole and

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exclusive responsibility for completing the Work according to the Schedule. Failure to materially comply with the Schedule shall be considered a breach of this Agreement. Any proposed revisions to the Schedule which would affect Contract Time shall be submitted by the Contractor pursuant to the Change Order procedure set forth in Section 2.11. If OAHPI reasonably determines that the performance of the Work has not materially reached the level of completion set forth in the Schedule or the Contract Documents (taking into account any corrective schedule action(s) proposed by the Contractor including, but not limited to, resequencing tasks or lags to obtain compliance with the Schedule), then OAHPI shall have the right to require the Contractor to take all measures necessary to expedite the Work in order to materially comply with the Schedule including, but not limited to, working additional shifts or overtime, supplying additional labor, equipment, facilities, and other similar measures. OAHPI right to require such measures is solely for the purpose of ensuring Contractor's compliance with the Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures required by OAHPI. OAHPI may exercise the rights furnished in this Section as frequently as OAHPI deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time.

(b) Acceptance Certificate. Contractor shall diligently prosecute the Work to completion, and shall cause the Substantial Completion of the Work as set forth in the Schedule, and within the Contract Time. Upon Substantial Completion of the Work the Contractor shall submit to OAHPI a certification from the Architect stating that the Work has been completed in accordance with the Plans. Upon (1) submission of the Architect's certification, (2) inspection by OAHPI and a determination by OAHPI in its reasonable discretion the Contractor has reached Substantial Completion in compliance with this Agreement, and (3) at OAHPI's discretion, completion of an independent cost certification of the work to be prepared and paid for by OAHPI, OAHPI shall certify in writing that the Work is substantially complete by executing and recording against the Property a notice of completion and acceptance of work (the "Acceptance Certificate").

Section 2.10 Delay and Extension of Time.

(a) Delay. Except as set forth below, the occurrence of events that delay the Work shall not excuse the Contractor from achieving Substantial Completion within the Contract Time. The Contract Time may be extended by Change Order for each day the Contractor is delayed in the commencement or progress of the Work provided that the Contractor demonstrates that the following conditions have been met:

(i) At the time the event causing the delay commences, no event of default (as described in Section 4.2) exists;

(ii) The Contractor demonstrates that the delay will have a material adverse impact on the critical path of the then current Schedule;

(iii) The delay is not caused by the Contractor;

(iv) The delay could not be (or have been) limited or avoided by the Contractor's timely notice to OAHPI of the delay or reasonable likelihood that the delay would occur;

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(v) The delay is of a duration of more than one day; and

(vi) The delay is caused by one, or more, of the events or conditions set forth in Section 8.3.1 of the General Conditions.

(b) Change Order. Provided that such conditions set forth above are satisfied, the Contract Time may be extended by Change Order as set forth in Section 2.11.

Section 2.11 Change Orders.

Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement by Change Order, subject to the limitations stated in Article 7 of the General Conditions. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time (if any). Contractor shall use the AIA Change Order form, or such other form of change order reasonably acceptable to OAHPI, and shall report requests for Change Orders and Change Order status monthly.

Section 2.12 Work Pursuant to Permits, Plans and Laws.

(a) Permits. In accordance with Section 3.7 of the General Conditions, the Contractor shall obtain, and pay all costs for, all applicable permits, licenses, and authorizations necessary for the Work. The Work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction over the Work. **OAHPI has obtained the building permit from the City of Oakland for this project. All special inspection will be paid by OAHPI**.

(b) Plans and Laws. Contractor shall cause all the Work performed in connection with this Agreement to be performed in compliance with: (i) the Plans, as approved by the City Building Department, and all governmental approvals and permits; (ii) all applicable laws, ordinances, rules and regulations of federal, state, or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) prevailing wage provisions of the federal Davis-Bacon Act, as amended (40 U.S.C)

(c) **Has been intentionally deleted since the Davis Bacon Labor Act does not pertain to this project.**

Section 2.13 OAHPI's Right to Stop the Work.

If the Contractor fails to correct defective work as required by Article 12 of the General Conditions or fails to carry out the Work in accordance with the Contract Documents, OAHPI by a written order signed by the Contracting Officer, may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.

Section 2.14 OAHPI's Right to Carry Out the Work.

If the Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within seven (7) days after receipt of written notice from OAHPI to

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commence and continue correction of such defects or neglect with diligence and promptness, OAHPI may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy OAHPI may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to OAHPI.

Section 2.15 Equal Opportunity.

The Contractor, for itself and its successors and assigns, and transferees agrees that in the performance of the Work it shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Section 2.16 Intentionally Deleted.

Section 2.17 Hazardous Materials.

(a) Contractor Responsibility. Contractor shall not permit any hazardous material or substance to be brought to, or used on, the Property except to the extent such hazardous material or substance is necessary to and customarily used in the projects like the Work. Any hazardous material or substance brought or used on the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the Property and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and other property at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work, resulting from the improper storage or use of hazardous materials or substances, shall be remedied by the Contractor at its sole cost and expense in accordance with applicable laws. The Contractor shall provide OAHPI notice of any release of hazardous materials or substances at the Property. In no event, however, shall OAHPI have any responsibility for any substance or material that is brought to the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to import any fill that are hazardous, toxic or made up of any items that are hazardous or toxic.

(b) Compliance with Laws. If Contractor's scope of work includes the off-haul or contaminated soil, hazardous materials (including asbestos) remediation, or mold remediation, then Contractor shall comply with the requirements of all applicable federal, state

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and local laws, and any environmental reports provided to Contractor by OAHPI, in the removal, transportation and disposal of the materials. Contractor shall obtain all necessary permits for any contaminated soil or hazardous materials or mold removal work. Contractor shall ensure that any Subcontractor performing any removal or remediation work possesses the necessary expertise, insurance and licenses. All contaminated and hazardous material shall be transported to an appropriately permitted facility. The Contractor shall and shall cause any Subcontractors performing the removal and remediation work to take all necessary safety precautions during the performance of the Work including but not limited to necessary protection of surrounding areas to prevent the spread of contamination, and the protection of workers performing the removal and remediation work.

(c) Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to polychlorinated biphenyl (PCB), but specifically excluding lead paint and asbestos (which remediation is contemplated as part of the Work), encountered on the Property by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to OAHPI in writing.

(d) Rendered Harmless. In the event hazardous materials or substances are found to be present, then Contractor shall take such actions necessary to render such materials or substances harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of OAHPI and the Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished pursuant to a Change Order; provided, however, OAHPI shall have no obligation to execute a Change Order for: (i) any hazardous materials or substances that were previously disclosed to the Contractor, prior to the Effective Date; (ii) any condition that does not differ materially from those conditions disclosed to the Contractor; or (iii) any hazardous materials or condition known by the Contractor.

Section 2.18 Insurance Requirements.

The Contractor shall, and shall cause any Subcontractors performing any portion of the Work to maintain insurance of the types described in Exhibit E. The requirements set forth in Exhibit E supersede those set forth in the General Conditions relating to insurance requirements.

Section 2.19 Contractor's Obligations regarding Mechanic's Liens and Stop Notices.

(a) Contractor's Obligation to Maintain Lien-Free Title. Provided that OAHPI has made payment of undisputed sums due and payable in accordance with this Agreement, if any claim of mechanic's lien or stop notice is filed or made against the real property in connection with the Work, the Contractor shall: (i) immediately pay and fully discharge the mechanic's lien or stop notice claim; (ii) commence a civil action pursuant to California Civil Code Section 9350 et seq., for the summary determination of the mechanic's lien or stop notice; or (iii) may deliver to OAHPI a release of lien or stop notice by surety bond in a legally sufficient form and amount to discharge the mechanic's lien or stop notice. The Contractor shall provide whatever documentation, deposits or surety is reasonably required by the title insurance company providing title insurance on the Work in order to obtain lien-free

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endorsements prior to OAHPI's payment of any payment, including any progress payment. If the Contractor fails to promptly provide the documentation, deposits, records of payment or surety bonds required by this Section, OAHPI may: (1) obtain any deposits or surety; or (2) make payments to claimants against the Work, the Contractor, OAHPI, in good faith, as reasonably required to release the mechanic's lien or stop notice claim. OAHPI may withhold the cost of obtaining such deposits or surety or of making such payments from any payment that would otherwise be due to the Contractor. Failure of OAHPI to withhold any or part of any payment pursuant to this Section shall not be a waiver of any right of OAHPI under the Contract. Withholding of any payment or part of any payment by OAHPI pursuant to this Section shall not be a breach of this Agreement.

(b) Withholding of Payments Due to Claims of Subcontractors. Provided that OAHPI has made payment of undisputed sums due and payable in accordance with this Agreement, if any subcontractor, material supplier to the Work, or lower tier subcontractor or material supplier files or serves any claim or lien, stop notice, common count or other demand for payment against OAHPI, or the real property of the Work, OAHPI may either (1) withhold from any progress payment or other payment an amount up to one hundred and fifty percent (150%) of the amount necessary to satisfy the claim, stop notice, common count, or other demand for payment, including all anticipated costs and fees related to the defense of such claim, including but not limited to attorneys' fees, or (2) release the progress payment or other payment. Failure of OAHPI to withhold any or part of a progress payment pursuant to this Section shall not be a waiver of any right of OAHPI under this Agreement. Withholding of any payment by OAHPI pursuant to this Section shall not be a breach of the Agreement.

ARTICLE 3
PAYMENT AND RECORD KEEPING REQUIREMENTS

Section 3.1 Contract Sum; Guaranteed Maximum Price.

(a) Contract Sum. OAHPI shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Work. The "Contract Sum" is the Cost of the Work as defined in this Article 3 plus the Contractor's Fee. The Contract Sum is based on the Contractor's Schedule of Values attached as Exhibit C to this Agreement and incorporated herein. The Contractor's Schedule of Values sets forth that the Contract Sum shall not exceed Two Hundred Seventy-Four Thousand & Six Hundred Dollars $274,600 (the "Guaranteed Maximum Price"), subject to any change order approved by OAHPI in accordance with this Agreement.

(b) Contractor's Actual Costs. Costs as defined herein shall be actual costs paid by the Contractor. All payments made by OAHPI pursuant to this Article 3, whether those payments are actually made before or after the Effective Date, are included within the Guaranteed Maximum Price; provided, however, that in no event shall OAHPI be required to reimburse the Contractor for any portion of the Cost of the Work incurred prior to the issuance of the Notice to Proceed unless the Contractor has received OAHPI's written consent prior to incurring such cost.

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(c) No Duplication of Payment. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 3 or elsewhere, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

Section 3.2 Conditions Precedent to Disbursement of Funds for the Work.

OAHPI shall not be obligated to make any payment to the Contractor or take any other action under this Agreement unless the following conditions are satisfied prior to each such disbursement:

(a) No Default. There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) Payroll. OAHPI has received all payroll information required pursuant to Section 2.12(c) above; provided, however, OAHPI shall withhold from any payment an amount proportionate to, or otherwise equal to, the missing payroll information. OAHPI shall not withhold the full amount of a payment due solely to Contractor's failure to deliver complete payroll information.

(c) Approved Application for Payment. OAHPI has received, and approved, the Application for Payment in the form set forth in Section 3.3 below.

(d) Lien Releases. If requested by OAHPI, the Contractor has provided OAHPI with a waiver and releases OAHPI from all contractors, Subcontractors, and material persons in such form as is acceptable to OAHPI including conditional waivers from all persons for whose work in the preceding month payment is sought, and unconditional waiver and releases from all persons for whose work payment has been made by OAHPI (or bonded around by Contractor in the event of a dispute between the Contractor and a Subcontractor) in response to Contractor's Application for Payment.

Section 3.3 Application for Payment Process.

(a) Submittal of Application for Payment. OAHPI shall provide payment to the Contractor for the performance of the Work based upon a monthly Application for Payment from Contractor, and approved by OAHPI, in an amount equal to ninety-five percent (95%) of the requested payment amount, and shall retain the balance for payment in accordance with Section 3.4 below (the "Retention Amount"), all subject to the requirements set forth in Section 9.10 of the General Conditions. In the event OAHPI disapproves a monthly Application for Payment, then OAHPI shall deliver a written notice of disapproval within seven (7) days after the OAHPI's receipt of the Application for Payment.

(b) Form of Application for Payment. In addition to the requirements set forth in Section 9.3 of the General Conditions (including Contractors certification requirement), each of Contractor's application for payment (an "Application for Payment") shall: (i) set forth the proposed use of funds consistent with the Contractor Schedule of Values, including the Cost of the Work to be funded; (ii) contain sufficient detail and with sufficient supporting documentation to permit OAHPI to confirm that the work to be funded by the draw request has

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been performed, and that OAHPI may accept such work in accordance with any OAHPI guidelines; and (iii) be set forth on such form acceptable by OAHPI.

(c) Payment by OAHPI. OAHPI shall pay each approved Application for Payment within thirty (30) days after receipt. Notwithstanding any provision of this Agreement to the contrary, including but not limited to Section 9.3 of the General Conditions, if OAHPI fails to pay an approved Application for Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, then OAHPI shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The Contractor and OAHPI agree and acknowledge that this provision constitutes a summary of California Public Contract Code Section 20104.50.

Section 3.4 Conditions Precedent to Release of Retention Amount.

(a) Conditions Precedent. OAHPI shall not be obligated to make the disbursements of the Retention Amount or take any other action under this Agreement unless the following conditions are satisfied prior to such disbursement:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) All labor has been performed in a good work person-like manner consistent with this Agreement.

(iii) To the maximum extent permitted by law, all persons, firms and corporations, including all laborers, material persons, suppliers and Subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the Work, (the "Potential Claimants"), have been paid or will be paid in full out of the remaining retained percentage; and those persons, firms and corporations have submitted their final statements with an unconditional waiver and release upon final payment. The Contractor shall make these waivers available for inspection by OAHPI. In the event a dispute has arisen between the Contractor and one of the parties listed above which prevents the Contractor from obtaining the waiver of rights from that party, the Contractor may satisfy the requirements of this subsection by supplying a payment bond issued by a surety licensed to do business in the State of California and acceptable to OAHPI to remove the effect of any claim against the Property and agree to defend and indemnify OAHPI against all actions filed by persons who have supplied materials to or performed work for or in connection with this Agreement.

(iv) All portions of the Work (that are the responsibility of the Contractor) requiring inspection by any governmental authority have been inspected and approved by such authority and all requisite certificates of occupancy, approvals, licenses and permits (if applicable) that are the responsibility of the Contractor, have been issued.

(v) To the extent applicable, OAHPI has received operating manuals and assignments of warranties of the Contractor, all Subcontractors and material persons.

(vi) Thirty (30) days have elapsed from OAHPI's recordation of the Acceptance Certificate.

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(vii) If requested by OAHPI, the Contractor has delivered to OAHPI a final accounting of the actual Cost of the Work, and the Savings, if any, and/or OAHPI's accountant has completed a cost certification for the Work.

(viii) All items on the punch-list related to the Work have been completed and accepted by OAHPI, and OAHPI has issued an Acceptance Certificate pursuant to Section 2.9 above and Section 9.4 of the General Conditions.

(b) Early Release. Notwithstanding the above, a portion of the Retention Amount may be released to certain Potential Claimants performing work early in the Schedule subject to the approval of OAHPI, in its sole discretion, prior to satisfaction of all conditions set forth in this Section 3.4 if such Potential Claimant has: (i) fully performed all portions of the Work to be performed by such Potential Claimant; (ii) delivered to the Contractor, or to the OAHPI, all applicable operating manuals and assignments of warranties, and other documentation reasonably requested by OAHPI in connection with such Potential Claimant's work; and (iii) provided OAHPI unconditional releases for all amounts owed to the Potential Claimant.

Section 3.5 Assignment of Claims by Contractor.

In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and/or Subcontractor(s), if any, assign to OAHPI all rights, title, and interest in and to all causes of action each may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement or the applicable subcontract. This assignment shall be made and become effective at the time OAHPI tenders final payment to the Contractor (or final payment is tendered to the applicable Subcontractor), in accordance with this Agreement, without further acknowledgement, or action, by the Parties. Such assignment shall survive the expiration or termination of this Agreement.

Section 3.6 Information.

Contractor shall provide any information reasonably requested by OAHPI in connection with the performance of the Work.

ARTICLE 4
TERM; DEFAULT; REMEDIES

Section 4.1 Term.

The term of this Agreement shall extend from the Effective Date until the earlier of: (a) termination following an uncured default under this Agreement; or (b) OAHPI'S written acceptance of the Work as completed through the issuance of an Acceptance Certificate; provided, however the indemnification and warranty provisions set forth in this Agreement and/or the General Conditions shall survive the expiration of the term.

Section 4.2 Events of Default by Contractor.

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(a) Events of Default. The Contractor shall be in default under this Agreement, if the Contractor, after five (5) days' notice and opportunity to cure:

(i) refuses or fails to prosecute the Work, or any separable part of it, with the diligence that will insure its Substantial Completion within the Contract Time, or fails to complete the Work within this time;

(ii) is adjudged bankrupt or there is a general assignment for the benefit of creditors or the appointment of a receiver due to insolvency;

(iii) refuses or fails to supply sufficient skilled workers or materials;

(iv) repeatedly fails to make prompt payment to Subcontractors for materials or labor;

(v) repeatedly or materially disregards the applicable laws, local ordinances, or the OAHPI instructions; or

(vi) is in substantial breach of any provision of this Agreement.

(b) Remedies. Following such default by the Contractor, OAHPI shall have the right to pursue all of the remedies set forth in Section 4.3, below; provided, however, in the event of default under Section 4.2(a)(i), above, OAHPI shall enforce the remedy set forth in Section 4.3(d) solely in connection with the Contractor's failure to timely complete the Work.

Section 4.3 Remedies.

(a) OAHPI's Rights. The occurrence of any default by Contractor set forth in Section 4.2 above, shall give OAHPI the right to take whatever action at law or in equity as may appear reasonably necessary to enforce performance or observance of any obligations, agreements, or covenants under this Agreement, including without limitation: (i) termination of this Agreement, (ii) without liability, taking possession of the Property and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor; (iii) acceptance of assignment of subcontracts; and, (iv) completion of the Work by whatever reasonable method OAHPI may deem expedient.

(b) Surety. In the event of termination by OAHPI, OAHPI shall immediately serve written notice on the surety and the Contractor. The surety shall have the right to take over and perform the Work if, within ten (10) days after receiving the notice, it so notifies OAHPI, in writing, and promptly commences work (and thereafter, the surety shall be bound by all the terms and conditions of this Agreement).

(c) Payment. In the event of termination, the Contractor shall not be entitled to receive any further payment until the Work is completed, and applicable lien periods have expired. If the unpaid balance of the Contract Sum exceeds the expense of completing the Work, plus compensation for additional managerial and administrative services and all other reasonable costs and expenses incurred by, or on behalf of OAHPI, the excess shall be paid to the Contractor. If such expenses incurred by OAHPI exceed the unpaid balance, then, notwithstanding any other remedy invoked by, or otherwise available to, OAHPI, the Contractor

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and surety (on a joint and several basis) shall be liable for the difference to OAHPI, and shall promptly pay such amount upon written demand by OAHPI. Such obligation shall survive the expiration or termination of this Agreement. In the event of any conflict between the terms of this subsection and any other provision of this Agreement, the terms of this subsection shall control.

(d) Liquidated Damages for Delay. By executing this Agreement, Contractor represents that it can, and will, complete the Work within the Contract Time. If the Contractor fails to reach Substantial Completion by the date required by this Agreement, the Parties agree that OAHPI would suffer damages related to the delay, but that such damages would be extremely difficult and impracticable to ascertain. The Parties therefore agree that a reasonable estimate of the damages to be suffered by OAHPI in the event of such a delay is **N/A** Dollars **N/A** per day. The Contractor shall therefore pay to OAHPI that amount for each calendar day during which Substantial Completion is delayed beyond the date for Substantial Completion required by, and as set forth in, the Schedule. At OAHPI's discretion, OAHPI shall be entitled to deduct such amount from any payment otherwise due Contractor, and in no event shall such deduction constitute a breach of this Agreement by OAHPI. Any such amount not deducted shall be immediately payable by Contractor to OAHPI on OAHPI's written demand. Such payments are: (i) liquidated damages to OAHPI solely for the Contractor's failure to timely complete the Work in accordance with this Agreement; (ii) in addition to any other remedy available to OAHPI for the Contractor's other breach or default(s) under this Agreement; and (iii) not a penalty. Such liquidated damages are not in lieu of Contractor's indemnity obligations set forth separately in this Agreement.

Section 4.4 Remedies Cumulative.

No right, power, or remedy given to OAHPI by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to OAHPI by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of OAHPI to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by OAHPI of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 4.5 Termination for Convenience.

OAHPI shall have the right to terminate this Agreement for convenience pursuant to Section 14.4 of the General Conditions.

ARTICLE 5
PARTIES' DISPUTES

Section 5.1 Definition of Claim Governed by Dispute Clause.

"Claim," as used in this clause, means a written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or

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interpretation of Agreement terms, or other relief arising under or relating to this Agreement. A claim arising under the Agreement, unlike a claim relating to the Agreement, is a claim that can be resolved under the Agreement clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Section 5.2 Applicability of Dispute Clause.

Except for disputes arising under applicable labor standards (i.e., Davis-Bacon and related acts), all disputes arising under or relating to this Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by the Agreement, shall be resolved under this Article. This Article supplements the claims and disputes provisions set forth in the General Conditions.

Section 5.3 Written Claims to be Submitted to Contracting Officer.

All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

Section 5.4 Notice of Decision or Decision Date.

The Contracting Officer shall, within fifteen (15) days after receipt of the request, decide the claim or notify Contractor of the date by which the decision will be made. In no event shall the Contracting Officer render a decision later than sixty (60) days from the receipt of the request.

Section 5.5 Effect of Contracting Officer's Decision.

The Contracting Officer's decision shall be final unless Contractor submits a demand for arbitration within the applicable statute of limitations, in accordance with Section 5.8 below.

Section 5.6 Contractor's Duty to Perform Pending Claim Resolution.

Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Agreement, and comply with any decision of the Contracting Officer.

Section 5.7 Identification of Contracting Officer.

For purposes of this Agreement, OAHPI's Contracting Officer shall be OAHPI Executive Director or his or her designee.

Section 5.8 Arbitration of Disputes.

In addition to the requirements set forth in Article 15 of the General Conditions, in the event the Contractor disputes the Contracting Officer's determination, then the Parties shall submit the dispute to binding arbitration which, unless the Parties mutually agree otherwise, shall

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be in accordance with the Arbitration Rules and Procedures of JAMS (the "JAMS Rules") currently in effect, unless arbitration is not required pursuant to Section 5.9, in which event the dispute shall be resolved by a court of competent jurisdiction. The demand for arbitration shall be filed in writing with OAHPI and with JAMS. The arbitration panel shall consist of a single arbitrator and the process for the arbitration shall proceed in accordance with the then current JAMS Rules. A demand for arbitration shall be made within thirty (30) days following the Contracting Officer's determination, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

Section 5.9 Situations when Arbitration Not Applicable.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties shall be specifically enforceable under applicable law in any court having jurisdiction thereof. This Agreement to arbitrate shall not apply if: (a) any person or entity whom either Party believes is necessary or beneficial to the full resolution of the claim (including but not limited to the Architect) cannot be joined in or bound by the arbitration proceeding; or (b) any person or entity whom either Party believes is necessary as a witness for such a proceeding is not available for such a proceeding; or (c) the amount in controversy exceeds Fifty Thousand Dollars ($50,000); or (d) if any change in the Contract Time or change in the date set forth for Substantial Completion could result from the arbitration.

Section 5.10 Judgment on Final Award.

The arbitrator shall make an award in writing that is consistent with the terms of this Agreement (including but not limited to the terms governing payment of attorneys' fees) and the laws of the state of California, and that includes findings of fact and a reasoned decision. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 5.11 Notice of Third-Party Claims.

In accordance with California Public Contract Code Section 9201(b), OAHPI shall provide the Contractor timely notification of any third-party claim related to this Agreement (if any).

ARTICLE 6
FEDERAL REQUIREMENTS

Section 6.1 Certain Requirements.

(a) Compliance with Laws. Contractor shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the requirements of the following, as the same may be amended from time to time:

(i) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and

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regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;

(ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;

(iii) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;

(iv) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36; and

(v) The Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(b) No Limitation. The Contractor is required to comply with all applicable laws regarding the Work, and the failure to include, or otherwise specify, any applicable law in this Section, or elsewhere in this Agreement, shall not be construed to waive, limit, or otherwise impair Contractor's obligation to comply with such laws.

Section 6.2 Recordkeeping, Audit & Reporting Requirements.

(a) Recordkeeping; Access. Contractor's books and records pertaining to its performance under this Agreement shall be kept in accordance with generally accepted accounting principles, and shall be retained for at least three (3) years after OAHPI makes final payment to Contractor under this Agreement and all other pending matters are closed. Contractor agrees to grant a right of access to OAHPI, any agency providing funds to OAHPI, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. OAHPI shall notify Contractor of any records it deems insufficient. Contractor shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by OAHPI in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Contractor shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(b) Contractors. The Contractor agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as paragraph (a). The term "subcontract" as used in this clause excludes contracts and purchase orders not exceeding Ten Thousand Dollars ($10,000).

(c) Access for Disputed Matters. The period of access and examination under paragraphs (a) and (b) for records relating to: (i) appeals under the Dispute Section of this Agreement; (ii) litigation or settlements of disputes arising from the performance of this Agreement; or (iii) costs and expenses of this Agreement to which OAHPI, or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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(d) Audit. OAHPI, any agency providing funds to OAHPI, or any of their duly authorized representatives, shall have the right to perform any audit of Contractor's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Contractor may delegate to discharge any part of its obligations under this Agreement.

Section 6.3 Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Section 6.4 Interest of Member, Officer, or Employee and Former Member, Officer, or Employee of OAHPI.

No member, officer, or employee of OAHPI, no member of the governing body of the locality in which the project is situated, no member of the governing body by which OAHPI was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one (1) year thereafter or such longer time as OAHPI's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the OAHPI and any other required entity with jurisdiction over the matter.

Section 6.5 Lobbying Activities.

The Contractor shall comply with 31 USC 1352 which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Contractor further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between OAHPI and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent

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contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the performance of the Work, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees. Contractor is not authorized to act on behalf of OAHPI with respect to any matters except those specifically set forth in this Agreement. OAHPI shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Contractor, whether arising from actions under this Agreement or otherwise. OAHPI agrees to exercise all reasonable efforts to enable Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving, in a timely manner, information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against OAHPI by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the performance of the Work, and Contractor shall include similar requirements in any contracts entered into for the performance of the Work.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

(a) Contractor's Obligation. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless OAHPI, and its Directors, the Architect, their consultants, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Section 7.4.

(b) No Limitation. In claims against any person or entity indemnified under this Section 7.4 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly

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employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 7.4 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 7.5 Non-Liability of OAHPI Officials, Employees and Agents.

No member, official, employee or agent of OAHPI shall be personally liable to Contractor in the event of any default or breach by OAHPI or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement**.**

Section 7.7 Conflict of Interest.

Contractor covenants that neither it nor any of its directors, officers, partners or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.

Section 7.8 Representatives; Authorization.

(a) Representation. To facilitate communication, the Parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

OAHPI: Mark Schiferl "Director of Property Management"
1619 Harrison Street Oakland, CA 94612
MSchiferl@oakha.org
510-535-3140

CONTRACTOR: Connor Daly Construction
Attn: Connor Daly, Owner
1727 20th Ave,
San Francisco, CA. 94122
Email: connor@connordalyconstruction.com
415 205 0346

(b) Authorization. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, or other action by OAHPI is required

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or permitted under this Agreement, such action may be given, made, or taken by OAHPI's Executive Director and/or his designee, without further action or approval by OAHPI Board of Directors, and any such action shall be in writing. The Executive Director and/or his designee may, in his or her discretion, agree in writing to modification of the dates by which action are to be complete or to waive any terms and conditions of this Agreement. The Executive Director and/or his designee is authorized to execute all ancillary documents necessary to effectuate the intent of this Agreement, and to negotiate and execute amendments to this Agreement substantially in conformance with the intent of this Agreement.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, approvals, claims, and communications between the Parties shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

OAHPI: Oakland Affordable Housing Preservation Initiatives
1619 Harrison Street
Oakland, CA 94612
Attn: NAME, TITLE

Contractor: Connor Daly Construction
Attn: Connor Daly, Owner
1727 20th Ave,
San Francisco, CA. 94122

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement shall be governed by California law.

Section 7.11 Parties Bound.

Other than in connection with the portions of the Work to be performed by Subcontractors, the Contractor shall not assign or otherwise transfer this Agreement, as a whole, or in any part, without the prior written consent of the OAHPI. Any such attempted assignment or transfer shall be null and void, and shall constitute a default under this Agreement. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 7.12 Attorneys' Fees.

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If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Waivers.

Any waiver by OAHPI of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by OAHPI to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by OAHPI to any act or omission by Contractor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the OAHPI's written consent to future waivers.

Section 7.15 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.16 Entire Understanding of the Parties.

This Agreement and the attached exhibits constitute the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) shall not apply to the interpretation of this Agreement.

Section 7.17 Builder's Risk Insurance.

OAHPI shall purchase and maintain a Builder's Risk Insurance policy, and shall include the interests of OAHPI, the Contractor, and Subcontractors. All deductible amount will be the responsibility of OAHPI. Notwithstanding any provision of this Agreement to the contrary, pursuant to California Public Contract Code Section 7105, the Contractor shall not assume responsibility for repairing or restoring damages caused by an "act of God" in excess of five percent (5%) of the Contract Sum; provided, that the Work damaged was performed by the Contractor, or its Subcontractors (as applicable) in accordance with accepted and applicable building standards and this Agreement.

Section 7.18 Contractor Notifications.

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(a) Notifications. Contractor shall notify OAHPI promptly, in writing, of any and all of the following:

(i) Any litigation or claim of any kind affecting or relating to Contractor or its subsidiaries or any Material Subcontractor where the amount claimed is or maybe One Hundred Thousand Dollars ($100,000) or more whether covered by insurance or not;

(ii) Any termination of a construction contract to which Contractor is a party;

(iii) Any default or potential default of a Material Subcontractor or material supplier (including without limitation, its inability to maintain its schedule);

(iv) Any material adverse change in Contractor's or any Material Subcontractor's financial condition, any material adverse change in Contractor's or any Material Subcontractor's operations, or any change in the management of Contractor or any Material Subcontractors; or

(v) Any other circumstance, event, or occurrence that results in a material adverse change in Contractor's or any Material Subcontractor's ability to timely perform any of its obligations under any of the Contract Documents.

(b) Material Subcontractor. For the purposes of this Section, "Material Subcontractor" means a Subcontractor performing more than Two Thousand Dollars [($2000.00)] of the Work.

Section 7.19 Time. Time is of the essence in the performance of the Work.

Section 7.20 Conflict Among Contract Documents.

In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control. In the event of any conflict between the terms of this Agreement and the Exhibits, unless otherwise noted, the terms of this Agreement shall control.

Section 7.21 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized officers and shall become effective as of the Effective Date, it being the intent of the Parties that OAHPI be the last of the Parties to sign this Agreement.

OAHPI:

OAKLAND AFFORDABLE HOUSING PRESERVATIONS INITIATIVES

By: _____

Name: _____

Its: _____

CONTRACTOR:

CONNOR DALY CONSTRUCTION,

By: _____

Name: _____

Its: _____

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EXHIBIT A

SCOPE OF WORK

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EXHIBIT B

LIST OF SUBCONTRACTORS

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EXHIBIT C

CONTRACTOR SCHEDULE OF VALUES, QUALIFICATIONS & EXCLUSIONS

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EXHIBIT D

LIST OF PLANS

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EXHIBIT E

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACT

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EXHIBIT F

INSURANCE REQUIREMENTS

General Requirements

(i) During the performance of the work and until its acceptance by OAHPI, the Contractor and each Subcontractor shall maintain in full force public liability and property damage insurance in accordance with this Exhibit E.

(ii) Before commencing work, the Contractor and each of its Subcontractors shall furnish OAHPI with a Certificate of Insurance, in triplicate (naming the OAHPI as the Certificate Holder) indicating insurance coverage with respect to the liability assumed under the provisions of this Exhibit, and shall further indicate the insurance coverage is in force and will cover all operations under the contract with minimum limits as shown below:

Contractor

(1) Workers' Compensation Insurance that meets statutory limits and Employer's Liability limit at not less than $1,000,000 per occurrence.

(2) Commercial General Liability including Blanket Contractual Liability, Employees as Additional Insured, Completed Operations-Products Liability, and deletion of any exclusion pertaining to explosion, collapse, and underground property damage hazards, Personal Injury Liability endorsement, Property Damage Liability including Broad Form Property Damage endorsement.

The minimum limits of liability shall be:

Contractor:

$5,000,000	Combined Single Limit per Occurrence Bodily Injury and Property Damage
$5,000,000	General Aggregate Limit
$5,000,000	Products and Completed Operations Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to furnish evidence of such coverage to OAHPI on an annual basis during the aforementioned period.

Liability Insurance shall be written to cover all claims incurred during the term of this Agreement or out of any work performed pursuant to the Agreement, regardless of when such claim shall be first made against OAHPI and/or Contractor. Should any required liability insurance be written on a claims-made basis, Contractor shall continue to provide such evidence of coverage for four (4) years after completion and acceptance of the Project.

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(3) Comprehensive Automobile Liability Insurance applicable to any owned, non-owned or hired vehicles in limits not less than the following:

$5,000,000 per occurrence Combined Single Limit of Bodily Injury and Property Damage Liability.

The limits required in numbers 2 and 3 above may be satisfied through any combination of limits under primary liability and automobile liability policies and excess/umbrella liability policies.

Subcontractors

The Contractor shall require that all Subcontractors maintain and provide evidence of insurance as follows:

Commercial General Liability:	
Bodily Injury & Property Damage:	$1,000,000 per occurrence:
Personal Injury:	$1,000,000;
General Aggregate:	$1,000,000;
Products/Completed Operations Aggregate:	$1,000,000;
Automobile Bodily Injury and Property Damage Liability:	$1,000,000 per occurrence; and
Workers' Compensation Statutory Employers' Liability	$1,000,000

With the exception of Workers' Compensation insurance, each policy shall be endorsed to include OAHPI and the Contractor as additional insureds, and shall also provide the following:

All liability policies shall be endorsed to state that the Subcontractor's coverage shall be considered primary and non-contributory and that any liability insurance carried by OAHPI or Contractor shall be considered excess.

All policies of insurance required of the Subcontractor shall be endorsed to state that the insurer will provide OAHPI and the Contractor with a thirty (30) day notice of cancellation or non-renewal. Prior to the time of commencement of the subcontract Subcontractors shall be required to deliver to the Contractor certificates providing evidence of the insurance required under this provision, along with copies of the endorsements required above.

Hazardous Materials: The Contractor shall require the hazardous materials removal subcontractor(s) to provide insurance for liability arising out of removal and disposal of all hazardous materials from the Property. Such insurance shall be for the minimum limits of $5,000,000 per occurrence and $5,000,000 in the aggregate, and shall name OAHPI and Contractor as additional insureds. The limits required in this Paragraph B may be satisfied by any combination of primary and excess/umbrella policies.

The Contractor shall take responsible steps to insure that each of the Subcontracts and subordinate subcontractors assist and cooperate in every manner possible in connection with the

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adjustment of all claims arising out of operations within the scope of work provided for under the Contract, and shall cooperate with the insurer in all litigated claims and demands or defense which the insurer is called upon to adjust or resist which arise out of said work.

Proof of the above insurance policies furnished at Contractor's expense, and applicable to all operations under the Contract, must be provided to OAHPI prior to commencement of work under a Contract. Coverage shall be placed with insurance companies with A.M. Best Co.'s rating of no less than A-VII. The policy must name OAHPI as an additional insured and the consultant must provide OAHPI with Certificates of Insurance for the preceding coverage's. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OAHPI.

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EXHIBIT G

SCHEDULE

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EXHIBIT H

DOCUMENTS INCORPORATED FOR REFERENCE FROM RFP

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EXHIBIT I

DAVIS-BACON WAGES AND CALIFORNIA PREVAILING WAGES

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CONSTRUCTION SERVICES AGREEMENT

between

the

OAKLAND AFFORDABLE HOUSING PRESERVATIONS INITIATIVES

and

_____

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EXHIBIT A: Scope of Work
EXHIBIT B: List of Subcontractors
EXHIBIT C: Contractor Schedule of Values, Qualifications & Exclusions

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Oakland Affordable Housing
Preservation Initiatives

EXHIBIT I

Vendor Forms:
These forms maybe
used to submit
questions for RFP
22-036-all questions
must be answered
either on these forms or
vendor forms attached
to submission!

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EXHIBIT I - Response Sheet

NOTE: Leaving this form Blank will give a zero score for reference.

Solicitation Number:	RFP 22-036 IDIQ GENERAL CONTRACTOR SERVICES ON-CALL & MINOR CONSTRUCTION
Contractor Name:	

Question #1: A. Letter of Interest

- Please provide a letter of interest, which includes the location of the primary office. Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.
- Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/ or certifications, and other relevant information.
- The proposer entity must provide a concise description of its managerial capacity and financial viability to deliver the proposed services.

Please Respond to Question #1:

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EXHIBIT I - Response Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

Solicitation Number:	RFP 22-036 IDIQ GENERAL CONTRACTOR SERVICES ON-CALL & MINOR CONSTRUCTION
Contractor Name:	

Question #2: B. Demonstrated Experience and Past Performance

- Information describing the firm's demonstrated experience in performing similar work and the firm's past performance (including meeting cost, schedule and performance requirements) of contract work substantially similar to that required by this solicitation as verifiable by reference checks or other means.
- EXPERIENCE--Respondent shall provide narrative as documented evidence of relevant experience & Past Performance as to demonstrated experience in successful experience with performing the Scope of Work
- Provide number of years' contracting experience and details of experience with Make Ready Services at multi-family and single family resident units of comparable complexity or greater than the Scope of work including General Contractor on-call & minor construction. Respondents without Repair Make Ready experience may provide documented evidence of relevant general contracting and/or repair experience Please be as descriptive as possible

Please Respond to Question #2:

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EXHIBIT I - Response Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

Solicitation Number:	RFP 22-036 IDIQ GENERAL CONTRACTOR SERVICES ON-CALL & MINOR CONSTRUCTION
Contractor Name:	

Question #3: C. Technical Capabilities

- FIRM's QUALIFICATIONS – Provide a narrative overview describing the Contractors experience and expertise providing a similar scope of work. Describe the firm's technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing) of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities.

Please Respond to Question #3:

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EXHIBIT I - Response Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

Solicitation Number:	RFP 22-036 IDIQ GENERAL CONTRACTOR SERVICES ON-CALL & MINOR CONSTRUCTION
Contractor Name:	

Question #4: D. Approach to Project

- .4. PROJECT APPROACH – Respondent shall provide narrative and documentation that represents technical approach and capacity to provide services in sufficient quantity and quality required to respond in a timely manner and complete work as scheduled to include:

- a. Staffing- Plan that details the technical approach and capacity i.e. number of crew size, utilization plan, equipment and materials. Include length of service, training, experience. Identify the number of individuals by Work Classification.
- b. Oversight- Method of assigning work and procedures for maintaining level of service, plan of all services and the coordination of owner's personnel, subcontractors and suppliers to comply with the timeframe.
- c. Quality Control- Plan to insure the requirements of this proposal are achieved. Respondents are encouraged to be specific to include quality control and oversight.
-

Please Respond to Question #4:

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Oakland Affordable Housing Preservation Initiatives

EXHIBIT J

CONTRACTOR RFP CHECKLIST

For our reference only. Does not need to be submitted with your proposal.

1. _____**Read the entire document.** Note critical items such as: Mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements.

2. _____**Note the contract contact person's name, address, phone number and email address.** This is the only person you are allowed to communicate with regarding the RFP.

3. _____ **Attend the (Mandatory) walk through.** This walk-through is mandatory it shall be the Contractor's responsibility to make an adequate, mandatory pre-bid site inspection to ascertain the full extent of work described herein and to make all such repairs, replacements, installations, etc. as may be necessary. Accordingly, omissions in the Specification involving minor repair work shall be performed by the Contractor without additional cost to OAHPI.

4. _____**Take advantage of the "question and answer period".** Submit your questions to the contact person by the due date listed in the schedule and view the answers given in the addendum (posted on the website, issued for this RFP. www.oakha.org/procurement - Active Bids - under the RFP number is where the questions and answers will be posted.

5. _____**Follow the format required in the RFP, answer all the questions, and complete each of the required documents when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.

6. _____**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume OHAPI or the evaluation committee will know what your or your company's capabilities are or what items/services you can provide, even if you have previously contracted with OHAPI. The proposals submitted for these services will be evaluated solely on the information and materials provide in your response.

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7. _____**Use the forms provided,** i.e. Bid form, question/qualifications questionnaire, etc.

8. _____**Check the OHA website for any RFP Addenda.** It is the contractor's responsibility to check the OHA website for any addenda issued for this RFP.

9. _____**Review and read the RFP documents again** to make sure that you have addressed all requirements.

10. _____**Submit your response on time.** Keep track of all the dates and times listed on the RFP schedule and submit all required items on time. **LATE RESPONSES WILL NOT BE CONSIDERED.**