HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

INVITATION FOR BID

Solicitation: 18-050-IFB-0023

BACK BUILDING ROOF REPLACEMENT (1815 Egbert Avenue)

1815 Egbert Avenue
San Francisco, CA 94124

DATE: AUGUST 27, 2018

Revised August 21, 2018
The Housing Authority of the City and County of San Francisco (Authority) will receive sealed bids for the Back Building Roof Replacement at 1815 Egbert Avenue in the City and County of San Francisco, California.

**Bid Due Date:** Bids will be received at 1815 Egbert Avenue, Procurement Department, until 2:00 PM on September 28, 2018 at which time and date the bids will be opened and read aloud. This is a public bid opening.

**Documents:** Contract documents, including plans and specifications are on file at the Authority’s office and will be available on **August 27, 2018** or by downloading from the Authority’s website (sfha.org).

A processing fee of $50.00 (non-refundable) will be required for each set of documents. All payments must be in the form of **CERTIFIED CHECK, CASHIER'S CHECK, OR COMPANY CHECK** payable to the San Francisco Housing Authority. **CASH** payments will not be accepted.

**Bid Security:** A certified check or bank draft (payable to the San Francisco Housing Authority) United States Government Bonds at par value, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid must be submitted with each bid.

**Bonds:** The successful bidder will be required to furnish and pay for a Performance Bond equal to one hundred percent (100%) of the total contract price.

**Prevailing Wages:** In accordance with the provisions of Section 47 Labor Standards - Davis-Bacon and Related Acts, U. S. Department of Housing and Urban Development (HUD), General Conditions of the Contract for Construction (form HUD-5370); the Labor Relations Staff of HUD has determined the applicable Prevailing Wages Decision for work covered by this specification. The **Prevailing Wage Decision is included under the General Requirements Section of this specification and the successful bidder shall compensate its employees accordingly.**

**Federal Funding:** Bidders are notified that the work proposed herein will be financed in whole or in part with Federal funds and therefore all of the applicable federal statutes, rulings and regulations will apply to such work. **This solicitation is subject to the budget and fiscal provisions that the Authority operates under and award of a contract will be subject to the availability of funds.** All requirements of this specification apply to the successful bidder and their subcontractors.

**Contract Award:** The Authority reserves the right to reject any or all bids for any reason or no reason or to waive any informality in the bidding. No bid shall be withdrawn for a period of **NINETY (90) days** subsequent to the opening of bids without the consent of the Authority.
Site Inspection: Prospective bidders are invited to meet in the lobby of the building located at **1815 Egbert Avenue in San Francisco** on **September 11, 2018 at 2:00 PM**. A pre-bid conference will follow the site inspection to discuss any questions relating to this work.

Pre-Award Conference: Prior to award, the apparent low bidder will be required to attend a Pre-Award Conference for the purpose of resolving any outstanding issues and formulating an Affirmative Action Program relating to equal employment opportunity as provided in the Special Conditions. Further, the Contractor shall be required to comply with the Authority's Affirmative Action Program as outlined in SECTION 1B-AFFIRMATIVE ACTION REQUIREMENTS and should pay special attention to the 20% MBE/WBE Participation Goal Detailed in Section 1, to the HUD Section 3 requirements described in Section 4, to the **25% Resident Hiring requirements**, and to the Resident Apprentice Hiring Program described in Section 6 of SECTION 1B-AFFIRMATIVE ACTION REQUIREMENTS.

Affirmative Action Requirements: The Contractor's Affirmative Action Program shall be not less than required in the Authority's Affirmative Action Guidelines and the Affirmative Action requirements of the United States Department of Labor Executive Order 11246, as amended. Requirements for these programs are included in the SECTION 1B-AFFIRMATIVE ACTION REQUIREMENTS.

**THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO**

Date: August 27, 2018
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## 1. BIDDING REQUIREMENTS

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Forms to be submitted at the time of the bid opening:

- *Solicitation, Offer and Award* ................................................................. 1
  *(This page only, submit four signed original)*
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## 4. SECTION 1B - AFFIRMATIVE ACTION REQUIREMENTS

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## 5. FIVE DAY SUBMITTAL REQUIREMENTS
The following documents and forms required to be submitted by Low Bidder, Subcontractors, and/or Vendors NO LATER THAN FIVE (5) WORKING DAYS AFTER BID OPENING or the bid MAY be rejected as non-responsive.

** EXHIBIT 1: ** Sponsor/Developer/Contractor
Affirmative Action Acknowledgment Form

** EXHIBIT 2: ** MBE/WBE's Certification

** EXHIBIT 3: ** Declaration of Compliance with Apprenticeship and Training Program Requirements

** EXHIBIT 4: ** Contractor's and Subcontractor's Training Program Statement

** EXHIBIT 5: ** Work Force on this Job

** EXHIBIT 6: ** Permanent Work Force

** EXHIBIT 7: ** Section 3 Assurance Form

** EXHIBIT 8: ** Section 3 Affirmative Action Plan

** EXHIBIT 9: ** Estimated Project Work Force Breakdown

** EXHIBIT 10: ** Proposed Contracts/Subcontracts Breakdown

6. **SECTION 1C - CONTRACT AWARD PHASE DOCUMENTS**
Contract
Directions for Preparation of Performance Bond and Payment Bond
Performance Bond
Payment Bond

TECHNICAL SPECIFICATIONS
(See Table of Contents)
SPECIAL NOTE TO BIDDERS:

1. PAY PARTICULAR ATTENTION TO THE AFFIRMATIVE ACTION REQUIREMENTS AND APPRENTICESHIP GOALS.

2. ALL EMPLOYEES SHALL BE PAID IN ACCORDANCE WITH THE DEPARTMENT OF LABOR WAGE DETERMINATIONS.

3. ALL CHANGE ORDERS/MODIFICATIONS OVER $30,000 WILL BE SUBJECT TO THE APPROVAL OF THE AUTHORITY’S BOARD OF COMMISSIONERS.

4. THE AUTHORITY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR PRE-EMPLOYMENT DRUG TESTS ON OUR RESIDENTS PRIOR TO REFERRAL TO CONTRACTORS. THE CONTRACTOR SHALL APPLY THE SAME CRITERIA TO ANY RESIDENTS REFERRED BY THE AUTHORITY AS THEY WOULD TO ANY OTHER NEW EMPLOYEE OR PROSPECTIVE EMPLOYEE. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING THEIR INTERNAL SCREENING PROCESSES TO OUR RESIDENTS IN THE SAME MANNER AS THEY WOULD TO ANYONE ELSE.

5. CONTRACTORS ARE FREE TO USE ALTERNATIVE SOURCES TO OBTAIN RESIDENTS, I.E., THEY CAN HAVE JOB FAIRS, RUN ADS, ETC. OUR RESIDENT EMPLOYEE OFFICE, LOCATED AT 1815 EGBERT STREET, IS ONE SOURCE, BUT NOT THE ONLY SOURCE, FOR RESIDENT REFERRALS. THE CONTRACTOR IS RESPONSIBLE FOR FULFILLING THE OBLIGATION TO MEET THE REQUIREMENTS OF THE CONTRACT REGARDING RESIDENT EMPLOYMENT. CONTACT THE AUTHORITY’S HUMAN RESOURCES DEPARTMENT AT (415) 715-3101 FOR MORE INFORMATION.

6. ALL CONTRACTOR'S EMPLOYEES WILL BE REQUIRED TO OBTAIN AND WEAR SECURITY BADGES AT ALL AUTHORITY SITES. THE BADGES CAN BE OBTAINED FROM THE HUMAN RESOURCES DEPARTMENT AT 1815 EGBERT AVENUE, SAN FRANCISCO, CA 94124. THE AUTHORITY WILL CHARGE A MINIMAL FEE OF $5.00 PER BADGE. BADGES MUST BE OBTAINED PRIOR TO COMMENCING WORK ON ANY AUTHORITY SITE.
HUD FORM
5369

INSTRUCTIONS TO BIDDERS FOR CONTRACTS PUBLIC AND INDIAN HOUSING PROGRAMS - form HUD-5369 (10/2002)
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS (HUD-5369)

1. SERVICE OF PROTEST - Procedures

   (b). Protest of Award: Any person or responder who disputes the decision of an award and who has been adversely affected by said award may file a written notice of protest with the Authority’s contact listed in the solicitation.

   (c). Filing a Protest: The person or responder must file his/her protest in writing within five (5) calendar days of the public bid opening.

   (d). Content of Formal Written Notice: The formal written notice (Protest) must be printed, typewritten, or otherwise duplicated in legible form. The Protest must contain:

   1. The name and address of the person or responder filing the Protest and an explanation of how their substantial interests have been affected by the Authority’s notice of the intended or of actual purchase award;

   2. A statement of how and when the person or responder filing the protest received notice of the bid solicitation or notice of intended or actual award.

   3. A statement of all issues of disputed material fact. If there is none, the Protest must so indicate;

   4. A concise statement of the ultimate facts alleged, as well as the Authority’s policies that entitle the person or responder filing the protest to relief;

   5. The demand for relief to which the person or responder deems themselves entitled; and

   6. Any other information which the person or responder contends is material.

   (e). Response to Protest: Upon receipt of a Protest which has been filed timely, the solicitation process/award process will be stopped until the Protest is resolved. The Authority, if deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. These written determinations will specifically detail the facts underlying the Authority’s decision and will constitute final action.

   (f). Resolution: The Authority may request additional information pertaining to the Protest as required. The Authority shall issue a decision on the protest as expeditiously as possible after receiving all relevant information requested.
2. LEAD BASED PAINT PROHIBITION

All work shall comply with 24 CFR Part 35 prohibiting the use of lead based paint.

3. VISITS TO SITE

Bidders are recommended to review the IFB which indicates the date, time and place for a site inspection. Bidders are highly recommended to attend the site walk to verify existing conditions before submitting their bid for this project [See HUD-5370 (4/2002)] (General Conditions Paragraph 7, Site Investigation and Conditions Affecting the Work).

Additional site visits for inspection can be arranged by emailing and calling Simon Chu at (chus@sfha.org)/415-715-3266. Additional visits will be consolidated into groups based on availability.
# SOLICITATION, OFFER AND AWARD

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Solicitation Number</th>
<th>Type of Solicitation</th>
<th>Date Issued</th>
<th>PR #</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-050-IFB-0023</td>
<td>RFP:</td>
<td>IFB: X</td>
<td>8/27/18</td>
<td>21492</td>
</tr>
</tbody>
</table>

Issued by: San Francisco Housing Authority

Point of Contact: Solomon Gebala
E-mail address: procurement@sfha.org
Telephone number: 415-715-3123

In compliance with the above, the undersigned agrees, if this offer is accepted within _______ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated points(s), within the time specified in the schedule.

Discounts offered for Prompt Payment:
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<tr>
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<th>10 Calendar days:</th>
<th>20 Calendar days:</th>
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<td>%</td>
<td>%</td>
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Acknowledgement of Amendments:

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Date</th>
<th>Amendment No.</th>
<th>Date</th>
</tr>
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</table>

(The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

**NAME, ADDRESS AND EMAIL ADDRESS OF BIDDER**

<table>
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<th>(Type or Print)</th>
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**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

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**FEDERAL ID NUMBER**

**TELEPHONE NUMBER**

**SIGNATURE**

**BID DATE:**

---

**AWARD** (to be completed by Authority)

**AWARD AMOUNT:**

<table>
<thead>
<tr>
<th>SFHA Legal Department</th>
<th>Approved to form by Legal:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>(Print Name)</td>
<td>(Signature)</td>
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</table>

**CONTRACTING OFFICER**

Signature

**Award Date:**

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Revised August 21, 2018
SUBMITTAL

1. Pursuant to and in compliance with your Invitation for Bid for Solicitation No. ___18-050-IFB-0023___, the undersigned, having familiarized with the local conditions affecting the cost of the work, and with the Specifications (including the Invitation for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, HUD-5369A Representations, Certifications & Other Statements of Bidders, this Bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, and the Form of Performance and Payment Bond or Bonds, the General Conditions, Supplementary General Conditions, the Special Conditions, the Technical Specifications and the Drawings) and Addenda as prepared by the Housing Authority of the City and County of San Francisco (Authority) and on file at 1815 Egbert Avenue, Suite 300, in San Francisco, California, proposes to furnish all labor, materials, equipment and services required to perform and to complete the **Back Building Roof Replacement at 1815 Egbert Avenue in San Francisco, CA 94124** as shown on the Drawings and as specified for the total amount of ___________________________ Dollars ($ ).

2. **UNIT PRICE:** (If Applicable)

   The following is a list of UNIT PRICES that may be used to add or deduct from the amount of the total contract. The quantities shown below shall be **included** in the lump sum price in Item 1 above.

   1) Furnish and install (10) Feet of parapet metal flashing and cap in the amount of $___________.

   2) Furnish and install (1) sewer vent pipe flashing in the amount of $______________.

   3) Furnish and install (1) glazing panel of existing sun roof in the amount of $___________.

   4) Furnish and install (1) roof hatch ladder with length to match existing in the amount of $______________.

   5) Furnish and install (1) roof scupper with size equal to existing in the amount of $____________.

   6) Furnish and install 100 square feet of roof area in the amount of $_______________.

3. In submitting this bid it is understood that award of this contract will be determined by the lowest responsive and responsible bid. If written notice of the acceptance of any bid is mailed, telegraphed or delivered to the undersigned within **NINETY (90)** days after opening thereof, or at any time thereafter, with the consent of the Bidder, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds and certificates of insurance within **TEN (10)** days after the contract is presented to him/her for signature.
4. Bid Bond in the amount of five percent (5%) of the amount of the bid, _____________ Dollars ($_________), is submitted herewith in the form of (circle one) BID BOND, CASHIER'S CHECK, OR CERTIFIED CHECK of total price of bid, in accordance with the Instructions to Bidders.

5. **PRIOR TO AWARD, THE APPARENT LOW BIDDER WILL BE REQUIRED TO ATTEND A PRE-AWARD CONFERENCE FOR THE PURPOSE OF ATTAINING A COMPLETE UNDERSTANDING OF ALL REQUIREMENTS INCLUDING THE 25% RESIDENT HIRE PROGRAM.**

6. Bidder agrees to commence work under this contract on the date specified in the Notice to Proceed and to fully complete all work as specified in the Specifications within the contract terms specified therein.

7. Attached is an affidavit in proof that the undersigned has not entered into any collusion with any person or entity with respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

8. The bidder represents that he/she ( )has, ( )has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, 11114, 11246, 11375 or the Secretary of Labor; that he/she ( )has, ( )has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards. (The above representation need not be submitted in connection with contractor or subcontractors who are exempt from the clause).

9. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sexual orientation or national origin because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instruction to Bidders.
NOTE: The penalty for making false statements in offers is prescribed in 19 U.S.C. 1001.

DATE: ___________________, 2018

__________________________________________
(Name of Bidder)

Contractor’s License Number and Class

OFFICIAL ADDRESS:

_____________________________________________
Street Address or PO Box  City  State  Zip Code

________________________________________
Signature

________________________________________
Title

________________________________________
Telephone Number

________________________________________
Email
CONTRACTOR'S LICENSE CERTIFICATION

Company Name:

Contractor’s License Number and Class:

License Expiration Date:

The above information is being provide under penalty of perjury according to the Laws of the State of California

(Signature)

(Title)

(Date)
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

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I. Certificate of Independent Price Determination

(a) The bidder certifies that-
   (1) The prices in This bid have been arrived at Independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to the prices.
   (2) The prices in This bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
   (3) No attempt has been made or will be made by the bidder to influence the prices being offered in this bid.
   (b) Each signature on the bid is considered to be a certification by the signatory-
      (1) Is the person in the bidders organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
      (2) [  ] has,
      (i) Has been authorized, in writing, to act as agent for the bidder, the bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.
      (ii) As an authorized agent does certify that the principals named in subdivision (b)(2)(1) above have not participated and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
      (iii) As an agent has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

(d) Non-collusive affidavit (applicable to contracts for construction and equipment exceeding $50,000)
   (1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
   (2) A fully executed "Non-collusive Affidavit" is, is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:
   "Bonafide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.
   "Improper Influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration to or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.
(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder-
   (1) [  ] has,
   (2) [  ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain contracts or holds out as being able to obtain any contract(s) through improper influence.
   (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA, an affidavit to the effect that he/she has not employed or retained any person or company to solicit or obtain this contract, and
   (2) [  ] has,
   (i) Has not paid or agreed to pay to any person or company employed or retained to solicit or obtain contracts or holds out as being able to obtain any contract(s) through improper influence.
   (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
   (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (e) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
   (f) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (g) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (h) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (i) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
   (j) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fees 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, ‘Disclosure of Lobbying Activities’, and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

3. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict or interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder’s organizational, financial, contractual, or other interests may, without some restriction on future activities.

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder’s objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

4. Bidder’s Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder’s firm, nor any of the bidder’s subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that to bidder knowingly tendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

5. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period. The bidder allows the following acceptance period: calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA’s/IHA’s minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA’s/IHA’s minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

6. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/offer that it –

(a) [ ] is, [ ] is not a small business concern. “Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. “Women-owned business enterprise,” as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U. S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. “Minority business enterprise,” as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(1) Black Americans
(2) Asian Pacific Americans
(3) Hispanic Americans
(4) Asian Indian Americans
(5) Native Americans
(6) Hasidic Jewish Americans

(2) Participate in HUD programs pursuant to 24 CFR Part 24.
7. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority).

The bidder represents and certifies that:
(a) [ ] is, [ ] is not an Indian-owned economic enterprise. “Economic enterprise.” As used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. “Indian,” as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any “Native” as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. “Indian organization,” as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian “tribe” means any Indian tribe, band, group, pueblo, community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

8. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidders firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 1 a U.S.C. 1001.

9. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

(b) “Segregated facilities,” as used in this provision, means any waiting moms, work areas, rest moms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or we in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under Its control where segregated facilities are maintained. The Udder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontractors which exceed $10,000 and we not exempt from the requirements of the Equal Employment Opportunity clause, it will-

1. Obtain identical certifications from the proposed subcontractors;
2. Retain the certifications in its films; and
3. Forward the following notice to the proposed subcontractors (except if the proposed subcontractor have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification maybe submitted after for each subcontract or for all subcontractors during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:
(a) Any facility to be used in the performance of this contract [ ] is [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:
(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12 Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, ‘Previous Participation Certificate.’ If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award Y411 be made without a properly executed certificate.

(b) A fully executed ‘Previous Participation Certificate’ [ ] Is, [ ] Is not included with the bid.

Previous Edition is Obsolete Page 3 of 4 form HUD-5369-A (11/92)
13. Bidder's Signature

The bidder hereby certifies that the Information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)
SUPPLEMENTARY REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS HUD-5369A

1. This Supplementary Representations, Certifications, and other Statements of Bidders, HUD-5369A takes precedence over the requirements of the Representations, Certifications, and other Statement of Bidders HUD-5369A (11/92) for the following paragraphs:

   a. Paragraph 5, Sub-paragraph (c): Minimum Bid Acceptance Period inserted by the Authority.


end
KNOW ALL PERSONS BY THESE PRESENT, That we the undersigned, 

_________________________________________________________ as PRINCIPAL, and

(Name of Principal)

_________________________________________________________, as SURETY

(Name of Surety)

are held and firmly bound unto HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, hereinafter called the Authority, in the penal sum of ______________________

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS the Principal has submitted the accompanying bid, dated ________________ 2018 for ____________________.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified within NINETY (90) days after the said opening and shall within the period specified therefore, or, if no period be specified, within TEN (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bonds and insurance with good and sufficient surety or sureties and insurance carriers, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the Contractor's failure to enter into such contract and given such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ______ day of ____________, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
1815 Egbert Avenue
Back Building Roof Replacement

Solicitation No: 18-050-IFB-0023

In the presence of:

(SEAL)                              (Individual Principal)
__________________________________

(SEAL)                              (Individual Principal)
__________________________________

(SEAL)                              (Individual Principal)
__________________________________

Attest:

__________________________________
(Corporate Principal)

__________________________________
(Business Address)

By__________________________    Affix
Corporale
Seal

Attest:

__________________________________
(Corporate Principal)

__________________________________
(Business Address)

By__________________________    Affix
Corporate
Seal

(Power-of-attorney for person signing for Surety Company must be attached to bond).
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, __________________________ certify that I am the __________________ Secretary of the corporation named as Principal in the within bond; that __________________________, who signed the said bond on behalf of the Principal was then __________________ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation of authority of its governing body.

_________________________ Corporate Seal
FORM OF NON-COLLUSIVE AFFIDAVIT

State of California )
                     )
                     )ss.
City and County of )
San Francisco )

__________________________________________, being first duly sworn, deposes and says that he is,
(a partner/officer of firm)
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not
collusive or sham; that said bidder/proposer has not colluded, conspired, connived or agreed,
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding,
and has not in any manner, directly or indirectly sought agreement or collusion, or communication
or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any
overhead, profit or cost element of said bid price, or of that of any other bidder or to secure any
advantage against the HOUSING AUTHORITY of the CITY and COUNTY of SAN
FRANCISCO or any person interested in the proposed contract for
and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to me before me this

___ day of 2018.

My Commission expires __________
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the names and location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor, in or about the construction of the work or improvement, to be performed under these specifications and the portion of the work which will be done by each subcontractor in an amount in excess of one-half of 1 per cent (1/2%) of the prime contractor's total bid.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the considerations hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only permitted in cases of public emergency or necessity and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

The policy of the Authority and the United States Department of Housing and Urban Development is to take positive steps to maximize the utilization of minority-and woman-owned business enterprises (MBE/WBEs)* in all contract activity administered by the Authority. The Authority has established the goal of a 20% aggregate involvement of MBE/WBEs in construction contracts.

<table>
<thead>
<tr>
<th>Portion of the Work Subcontracted</th>
<th>Amount ($)</th>
<th>Subcontractor Name</th>
<th>Location (City)</th>
<th>* MBE * WBE</th>
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*Designate M for MBE, W for WBE, or leave blank if subcontractor does not meet either criteria. A minority-or women-owned business enterprise (MBE/WBE) means an entity owned and controlled by minority group persons or women, as the context requires, by at least a 51% majority.
STATEMENT TO DETERMINE CONTRACTOR RESPONSIBILITY

All questions must be answered and the data given must be clear, comprehensive and recent. The statements provided must be notarized as true and correct. The Contracting Officer will evaluate contractor's information with consideration given to matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. If a contractor is deemed not responsible, they will be notified in writing as to the determination.

1. Name of company: _______________________________________________________

2. Address of company: ___________________________________________________

3. List of experience in construction work similar in scope of work of this project.
   - Job: ___________________________________________________________
   - Contact Point: ___________________________ Telephone # _____________
   - Job: ___________________________________________________________
   - Contact Point: ___________________________ Telephone # _____________
   - Job: ___________________________________________________________
   - Contact Point: ___________________________ Telephone # ______________

4. Major Equipment available for this contract.
   ________________________________________________________________

5. Within the last 3-4 years, have you defaulted on a contract? If so please explain.
   ________________________________________________________________

6. Within the last 3-4 years, have you failed to complete work on a contract? If so please explain.
   ________________________________________________________________

7. Can you demonstrate your financial and technical resources for this project?
   ________________________________________________________________

8. Any City, public works or Authority jobs performed?
   ________________________________________________________________

9. Have you ever been suspended or debarred from Federal Contracts? _______

Date: _____________    Name of Bidder: ______________________________ being duly sworn deposes and says that he/she is of sound mind and the answers to the foregoing questions and all statements therein contained are true and correct.

MUST BE NOTARIZED
MBE/WBE GOOD FAITH EFFORTS REQUIREMENTS

NAME OF BIDDER:

Each bidder should demonstrate that it has made a good faith effort to meet or exceed the Authority’s twenty percent (20%) aggregate MBE/WBE goal for all procurement activities.

Good faith efforts by the bidder may include but are not limited to the following:

1. Contacting MBE/WBE assistance agencies; minority and women community organizations, minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available; At the minimum, contractors will contact the San Francisco Human Rights Commission for a list of DBE (Disadvantage Business Enterprise) firms located in the local area.

2. Providing initial invitations to bid to MBE and WBE firms at least ten (10) calendar days prior to the opening of bids where the San Francisco Housing Authority has issued the Invitation for Bids at least fifteen (15) days prior to bid opening;

3. Requesting sub-bids by specifying items of work needed with sufficient particularity for a potential subcontractor to prepare a sub-bid; and

4. Documenting the bidder's efforts to receive a response from the MBEs and WBEs to whom invitations were extended, indicating performance of positive efforts (i.e., one telephone call, unanswered, would not be considered a positive effort, nor contacting firms in remote locations where firms would be unlikely to bid).

For the purpose of evaluating the bidders Good Faith Effort, bidders will submit the following information:

- The methods used for soliciting bids from MBE/WBE (e.g., direct mail, telephone calls) and all methods used for following up initial solicitations;
- Any additional data to support a demonstration of good faith efforts;
- Provide a copy of the flyer, and communication record of contact for purposes of verification.

Contractor acknowledgment: Initials ___________________ Date:_________
ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT

_____________________________________ acknowledges to have read and will adhere to the Immigration and Naturalization Act. I have made this information available to all sub-contractors participating in this project.

CODE: Title 8, 1324. Bringing in and harboring certain Aliens

Contractor
HUD 5370

GENERAL CONDITIONS

OF THE

CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION - form HUD 5370 (1/2014)
SUPPLEMENTARY GENERAL CONDITIONS (HUD-5370)

The Supplementary General Conditions take precedence over the requirements of the General Conditions. Modify, add to or delete from the provisions of the HUD-5370 (Rev. 4/2002).

NOTE: The Authority is exempted from paying all permit fees outlined in Chapter 3, PERMITS AND INSPECTIONS, of the San Francisco Building Code except for the strong motion instrumentation fee. This fee exemption is passed on to the Contractor when application is made for a San Francisco permit.

2. SECTION 25 - CONTRACT PERIOD - To be inserted by the Authority.

3. SECTION 33 - LIQUIDATED DAMAGES – To be inserted by the Authority.

4. SECTION 36 - INSURANCE

Delete paragraph 35(a) through 36(a) (3) and replace with the following:

Before commencing work, the Contractor and each subcontractor shall furnish the Authority with certificates of insurance and shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance). Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of “B+” or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Owner and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the Owner, or the nature of the services provided, or any operations under or connected with this Agreement with the Owner.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently $1,000,000 for each accident).

(2) Comprehensive General Liability Insurance with limits not less than $1,000,000 per person for bodily injury and $2 million/$1,000,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claim-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five "(5) years following the completion of the Contract.
(3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Member of Commission, Agents and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Procurement Department

(4) Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverages above, shall be furnished to the Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Procurement Department

(5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that
should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.
WAGE RATES
SECTION 1A

SPECIAL CONDITIONS
**SPECIAL CONDITIONS**

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1A - SPECIAL CONDITIONS

1. LOCATION

1815 Egbert Avenue is located in San Francisco, California.

2. SCOPE OF WORK

A. Scope of Work for the Back Building Roof Replacement includes, but is not limited to work items as shown in the plans and/or specified in the technical specifications.

B. The Contractor shall furnish all labor, materials, equipment and services necessary for and incidental to the completion of all work specified and intended in the Plans and Specifications. It shall be expressly understood that the detail work of the Specifications and related Drawings are not all inclusive since it is not possible to enumerate in every detail all utilities, deterioration, damage or no longer serviceable parts, materials, or equipment in the buildings or other areas of the property. Therefore, it shall be the Contractor's responsibility to make an adequate, 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 the Authority.

3. CONSTRUCTION TIME

It is expressly understood that time is the essence of this Contract and the Contractor shall execute the work diligently and at such a rate of progress as to ensure completion of this project within, or sooner than the time specified. The Contractor and its subcontractors shall at all times provide and maintain sufficient manpower, materials, equipment and all other facilities required to perform the work in a timely manner and according to the project schedule. If in the Authority's opinion, the Contractor is not performing his/her work rapidly enough to complete the work within the specified time, the Authority may direct the Contractor to provide additional labor, materials, equipment and other facilities, or work additional hours, until work is progressing in a manner satisfactory to the Authority. The Contractor shall promptly comply with all such directives without additional cost to the Authority.

Within eleven (11) calendar days of contract award by the Authority’s Board of Commissioners, the Contractor shall submit acceptable Performance and Payment Bonds, Certificate of Insurance and signed Contract. Failure of the Contractor to submit within the required time shall result in a reduction of one day from the Construction Time for each day of delay in submitting the Bonds, Certificate and Contract.

The Contractor shall commence work on the start date indicated in the Notice to Proceed, and shall complete all work in his/her contract within One Hundred (100)
calendar days after the start date. The start date shall be within seven (7) calendar days following receipt of acceptable Bonds, Certificate and Contract unless otherwise indicated by the Authority.

4. CONSTRUCTION SCHEDULE; SEQUENCE OF WORK

A. The Contractor shall prepare a construction schedule showing in detail how he/she plans to execute the work of the Contract. Within ten (10) working days after receipt of the Notice to Proceed, Contractor shall submit a preliminary schedule listing major milestones. Within twenty (20) working days after receipt of the Notice to Proceed, Contractor shall submit a detailed Critical Path Method (CPM) schedule to the Authority for review and approval. The schedule shall conform to the construction time set forth in Paragraph 3 above for completion of the work.

B. All work shall be carried out with a minimum of disturbances and inconvenience to the residents who will remain in occupancy during the construction.

C. In accordance with the HUD General Conditions, Clause 6, Construction Progress Schedule, the Contractor shall revise the schedule every time changes in the sequence made/or duration of construction activities are made or whenever job progress falls behind projected schedule. Submit monthly updates to the Local Authority. Failure to keep the construction schedule correct may be subject to the requirements of HUD General Conditions, Clause 32, Default.

5. OTHER CONSTRUCTION PROJECTS

The Contractor shall plan, schedule and coordinate his/her activities in a manner that will facilitate the simultaneous progress of work outside the scope of this Contract by other contractors or Authority personnel.

6. LIQUIDATED DAMAGES

In accordance with HUD General Conditions, Clause 33, the Contractor shall pay to the Authority as liquidated damages the amount of FIVE HUNDRED AND 0/100 DOLLARS ($500.00) for each and every calendar day after the specified completion date, or as it may be extended by the Authority.

7. PRECONSTRUCTION CONFERENCE

Before starting work at the site, a Pre-Construction Conference will be held at a mutually agreed time and place. The Pre-Construction Conference shall be attended by:

a. Contractor and his/her superintendent
b. Representative(s) of the Authority
c. Others, as requested by Authority, Contractor, or Consultant.
The purpose of the Pre-construction Conference is to designate responsible personnel and establish working relationships. Matters requiring coordination will be discussed and procedures for handling such matters established. The conference agenda will include:

a. Contractor's proposed schedules  
b. Transmittal, review, and distribution of Contractor's submittals  
c. Processing applications for payment  
d. Maintaining record documents  
e. Field decisions and Change Orders  
f. Use of premises, office and storage areas, security, housekeeping, and Authority needs  
g. Contractor's assignments for safety and first aid  
h. Labor Standard Requirements  
i. Resident participation  
j. Hours to be worked

The Contracting Officer or a representative of the Authority will preside at the Pre-construction Conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

8. **COMMUNICATIONS**

A. All notices, demands, requests, instruction, approvals, proposals, and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract (or at such other office as he/she may from time to-time designated in writing to the Authority), or deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of the City and County of San Francisco at 1815 Egbert Avenue, Attention: Construction Services Manager, Modernization and Rehabilitation, San Francisco, California 94124, and any notice to or demand upon the Authority shall be sufficiently given if so delivered with charges prepaid to any telegraph company for transmission to said Authority at such address designated above.

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

9. **SHOP AND STORAGE FACILITIES**

A. 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 Authority shall be consulted with regard to location.

B. Upon completion of the job, or as directed by the Authority, the Contractor shall remove all such temporary structures and all facilities from the site, same to become his property, and leave the premises in the condition required by the Authority.

C. The Contractor shall provide all fencing and security at his temporary storage and shop facilities required or necessary for the safe and proper storage of tools, materials, etc. The Authority will not be responsible for vandalism or loss of any of Contractor's equipment or materials.

10. DRAWINGS AND SPECIFICATIONS

The Authority will furnish the Contractor without charge three (3) copies of the Drawings and Specifications. Additional copies may be obtained at cost.

11. ACCURACY OF DATA AND SITE INSPECTION

A. The data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy is not guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by existing improvements. The Drawings and Specifications may be superseded by more detailed Specification and Drawings prepared by the Consultant or the Authority, and the Contractor shall conform to them and to such reasonable changes in the contract drawings as be called for by these revised Drawings without extra cost to the Authority.

B. The Contractor is advised that vehicular access to the sites of the work is restricted, and working space is limited. Consequently, the Contractor shall visit the site of the project, take appropriate measurements, verify the location of all obstructions, and obtain such other information as may be necessary for an intelligent bid. No allowance shall be subsequently made by the Authority for any error or omission on the part of the bidder in this connection.

12. MATERIALS AND SUBSTITUTIONS

A. When specific manufacturer's names are used in connection with materials herein, they are mentioned as standards. This implies no right on the part of this subcontractor to use other materials unless approved as equal in quality and utility by the Consultant and/or Authority. The Decision of the Consultant and/or Authority 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 upon the Contractor. If any tests are necessary to determine the equality of the proposed materials, such tests shall be made by an Independent Laboratory at the expense of this Contractor.
B. The Contractor shall submit materials lists and shop drawings for the work to the Consultant and Authority for approval. The submittals shall present materials and equipment in the same sequence as they are covered in the Specifications, shall identify them by the respective numbers of the Specifications articles and/or paragraphs, and shall describe them by manufacturer's name as well as catalog number, size, etc.

C. 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 the Authority 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 the Authority shall be the responsibility of the Contractor.

D. Supplemental lists of materials not approved by the Consultant and/or Authority in his review of the 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.

13. **SERVICE INTERRUPTIONS**

A. Service interruption shall be made with a minimum of inconvenience to the residents of the housing units.

B. Prior to any notice interruptions, the Contractor shall demonstrate to the Authority that all required materials, equipment and services are on site to limit service interruptions. (See Special Condition 3 above).

The Contractor shall notify the Authority, the Property Manager and the Resident Coordinator of their intent to interrupt services in sufficient time to receive approval 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.

C. Prior to start of work, the Contractor shall provide a detailed schedule of the required work. The Authority will review the schedule and the Contractor shall adjust the schedule if required by the Authority. (See Special Condition 4 above).

D. All service interruptions shall conform to the requirements of the Authorities having jurisdiction.

E. Prior to any electrical service interruptions the Contractor shall obtain from the Property Manager the name and address of all tenants that are using life support systems.

The Contractor 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).

F. The Contractor shall furnish the Authority 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 the Authority. If the Contractor does not respond by or within two (2) hours, the Authority may at its option have the repairs made by another Firm and back-charge the Contractor so there is no additional charge to the Authority.

14. 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.

15. STANDARD SPECIFICATIONS AND CODES

Except where such references include the date, all standard specifications, codes, rules and regulations referred to in these Specifications by basic name or designation only shall be considered to be of the latest issue with all amendments, the date of these Specifications.

16. SUPERVISION BY CONTRACTOR

The Contractor shall provide, at his/her own expense, adequate supervision while the work is actually in progress. The Contractor shall notify the Authority at the outset of performance under the Contract of the individual(s) who will provide such supervision, and their scope and limits of authority in acting for the Contractor under the Contract.

17. INSPECTION AND ACCEPTANCE/PERMITS AND LICENSES

A. The Authority reserves the right to inspect all materials and workmanship at any time. Work under this Contract is subject to final acceptance by the authorized representative of the Authority.

B. Upon receipt of a two (2) working days' advance notice from the Contractor, an Authority representative will make a final inspection of the property contained in this Contract, and upon the Authority's acceptance, the Contractor's responsibility for such property will cease expect that the normal and accepted implied guarantees shall remain in effect. An Authority representative will make final inspections for each group of units to be completed by the Contractor before they are accepted for return to occupancy.

C. Permits and Licenses - See Supplementary HUD General Conditions, Section 12 - Permits and Codes.

D. The Contractor shall perform all testing, adjustments and repairs as required and in strict accordance with the requirements of this specification and the latest codes, rules,
regulations, laws, ordinances and tests of all federal, municipal, state and/or other public agencies having jurisdiction over such matters. The Authority shall procure and pay for all Special Inspections as outlined in Chapter 3, PERMITS AND INSPECTIONS, Sec. 306 (a) General, 1. CONCRETE through 21. CRANE SAFETY of the San Francisco Building Code.

E. Contractor is ultimately responsible to the City Inspectors for final permit signoff. Periodic inspections as normally required by the City are to be coordinated with the City Inspector and Authority Inspector. The Authority Inspector will not function as the scheduling agent.

18. 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.

19. CLEANUP

The Contractor shall keep the premises clean of all rubbish and debris generated by the work in the Contract, shall remove all such rubbish and debris when the work is completed each day, and shall leave the building and grounds in a neat and clean condition.

20. RETENTION AND INSPECTION OF RECORDS

Access shall be given by the Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to the Contract shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.

21. GUARANTEES

The Contractor and applicable subcontractor(s) shall guarantee all work of this Contract for one (1) year after final acceptance by furnishing to the Authority a written guarantee in the form below typed on the Contractor's letterhead. In addition, the Contractor and applicable subcontractor shall furnish a written guarantee in the form below for each extended guarantee (more than one year) and when such extended guarantee is required by the Specifications. The Contractor shall deliver all required guarantees to the Authority before the Authority can file Notice of Completion.

(See attached Guarantee.)
GUARANTEE

Site Address: 1815 Egbert Avenue, San Francisco, California

The undersigned hereby guarantees the work that we have installed in the above development for a period of two (2) years from the date of final acceptance of all the work by the Authority.

The undersigned agrees to repair or replace to the satisfaction of the Authority any or all such work that may prove defective in workmanship and/or materials within the specified period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days of written notice by the Authority, or sooner if required by emergency, the undersigned collectively and separately does hereby authorize the Authority to have the defects repaired and made good at our expense and will pay the costs and charges therefrom immediately upon demand.

(Name of General Contractor)          (Name of Subcontractor, if applicable)

By: _______________________________  By: _______________________________

_______________________________  _______________________________

>Title)                          (Title)

_______________________________  _______________________________

(Date)                                           (Date)
22. **SCHEDULE OF DRAWINGS**

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SECTION 1B

AFFIRMATIVE ACTION
REQUIREMENTS
I. EXECUTIVE SUMMARY

A. This document describes the Affirmative Action Requirements for covered construction and construction-related contracts. It references applicable Federal regulations and The Housing Authority of the City and County of San Francisco (Authority) Resolutions, and provides sources for documents and organizations.

B. Goals and Requirements Highlights:

1. Low-Income Hiring: 30% of all new hires in each construction trade (Section 3).
2. SFHA Resident Hiring: 25% of the total workforce (Resolution No. 4967).
3. MBE/WBE Firms: 20% of the aggregate involvement (Resolution No. 2444).
4. Non-Compliance Penalties: Breach of contract, termination, suspension, debarment, $45.00 per hour for shortfalls in hours worked by residents (Resolution No. 4967).

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u)


B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
III. SFHA COMMISSION RESOLUTION NO. 4967

A. Authority’s Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of Authority’s public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).

B. Covered Contracts: Construction contracts over $25,000 and non-construction contracts over $50,000.

C. Compliance: The contractor's good faith efforts will be evaluated by the Authority’s Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of $45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

D. Related Documents:

2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

IV. EXECUTIVE ORDER 11246

A. Under Executive Order 11246 of September 24, 1965, as amended, the Authority requires the inclusion of the “Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction in excess of $10,000.

B. Related Documents:

1. 41 CFR Part 60.4.
V. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) OPPORTUNITIES

A. Consistent with Executive Orders 11625, 12138, and 12432, and section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the Authority shall make efforts to ensure that small businesses, women-owned business enterprises, minority-owned business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible.

B. Authority’s Commission Resolution No. 2444 adopted February 25, 1982, established Authority MBE/WBE requirements: it is the goal of the Authority to achieve, to the greatest extent possible, a twenty percent (20%) aggregate involvement of MBE/WBE’s in construction contracts and procurement activities, by dollar volume.

C. Compliance: The San Francisco Human Rights Commission (415-252-2500) maintains a list of certified MBE/WBE firms, and will determine whether a firm is considered bona fide.

D. Related Documents:

VI. EMPLOYER AND EMPLOYEE TAX CREDITS

A. General: There are various tax credits available to both employers and employees through Federal, State and City of San Francisco programs. By hiring through a qualified program, a business may be eligible for thousands of dollars in tax credits as well as On-the-Job Training subsidies for a new employee. Each prospective contractor should consult a competent professional advisor for specific guidance about the tax credits as well as other related tax incentives, deductions or benefits.

B. Private Industry Council (PIC): The Business Services Manager of PIC in San Francisco (415-431-8700) can help fill job openings through referrals of qualified job seekers participating in the PIC Job Training program.

VII. RELATED DOCUMENTS

A. Documents referenced herein are on file at the Authority’s Contract and Procurement Division, 1815 Egbert Avenue, (415-715-3123) and the Authority’s Housing Development Division, 1815 Egbert Avenue, (415-715-317110). Copies will be furnished upon request. The documents are also available at the Authority’s web site, www.sfha.org.
B. List of Documents:

2. Authority’s Commission Resolution No. 4967 adopted February 22, 2001 (APPENDIX No. 1)
5. 41 CFR Part 60-4.
APPENDIX – 1
RESOLUTION No. 4967; Adopted February 22, 2001
RESOLUTION NO. 4967
DATE ADOPTED 2/22/01

RESOLUTION ESTABLISHING A GOAL OF HIRING RESIDENTS OF SAN FRANCISCO PUBLIC HOUSING TO CONSTITUTE AT LEAST TWENTY-FIVE PERCENT (25%) OF THE TOTAL WORKFORCE FOR CERTAIN TYPES OF CONTRACTS PERFORMED BY THE HOUSING AUTHORITY

WHEREAS, the San Francisco Housing Authority seeks to comply with and further the goals set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701a, as amended, and its accompanying regulations in 24 CFR part 135 (hereinafter called Section 3) for resident hiring by contractors and subcontractors performing various types of work for the San Francisco Housing Authority; and,

WHEREAS, Section 3 regulations require beginning on October 1, 1996, all contractors in conjunction with their subcontractors on San Francisco Housing Authority projects hire eligible Section 3 residents to constitute a minimum of 30% of their aggregate new hires (full-time employees for permanent, temporary or seasonal employment) for each subsequent fiscal year; and,

WHEREAS, the San Francisco Housing Authority presently has a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all construction projects and construction related activities (e.g., architects and engineers); and,

WHEREAS, the San Francisco Housing Authority wishes to ensure that the maximum number of residents of public housing are employed in private and public sector jobs that afford them the ability to achieve their highest potential, gain vocational exposure, participate in the activities of public housing residential developments, and be employed by other contractors and subcontractors who provide services to the San Francisco Housing Authority; and,

WHEREAS, the San Francisco Housing Authority seeks to expand the Section 3 objectives to establish a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all contracts and purchases that are covered by Section 3 and by this resolution; and,

WHEREAS, the San Francisco Housing Authority defines all contracts and purchases covered by Section 3 and this resolution to include contracts and subcontracts for construction projects and construction related activities, e.g., architects and engineers; also included are personal and professional services such as legal counsel, consultants, security services, and other services. This resolution excludes contracts or purchases of supplies and materials unless the contract or purchase includes the installation of the supplies and materials; and

WHEREAS, the San Francisco Housing Authority wishes to assist Section 3 business concerns through preference in contracting opportunities or providing other economic opportunities; and
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The solicitation documents for construction contracts over $25,000 and non-construction contracts over $50,000 covered by Section 3 requirements and by this resolution that are awarded by the San Francisco Housing Authority shall include provisions that give effect to the below enumerated requirements:

(a) Establish a goal requiring contractors, in conjunction with their subcontractors together, to hire residents of public housing such that residents constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours) on all contracts and purchases covered by Section 3 and by this resolution for contracts awarded by the San Francisco Housing Authority.

(b) In those instances where the size of the contract, scope of work covered by the contract, the specialized technical expertise required, the term and urgency of the contract (as determined on a case basis) and/or the contractor’s worksite is located outside the nine Bay Area Counties makes reaching the above 25% goal impractical, the contractor may, with approval of the Contracting Officer for the San Francisco Housing Authority, satisfy the resident hiring requirement by providing appropriate training and development of technical skills in the contractor’s office (e.g., accounting, architectural, consultant, engineering, legal, etc.).

(c) Contracts covered by this resolution are those issued by the San Francisco Housing Authority and include construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements assisted with housing or community development assistance. This resolution goes beyond the requirements of Section 3 to include all contracts for professional and other services (e.g., architectural, consultant, engineering, legal, etc.) but excludes contracts for the purchase of supplies and materials unless these contracts include the installation of the supplies or materials. This resolution also covers construction on SFHA property even if the construction is not performed under contract with the SFHA and will extend to contractors and subcontractors engaged in such construction.

(d) A contractor who meets the goals set forth above is in compliance with this resolution. When the above goals are not met, the contractor must demonstrate to the Contracting Officer the reasons it is not feasible to meet the goal. The contractor’s good faith efforts with regard to meeting the resident employment and Section 3 recruitment requirements under this resolution will be evaluated using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. The evaluation will also include such factors as the size of the monetary value of the contract and the appropriateness of applying multiple criteria to meet the resident hiring requirements.
(e) Provide that a contractor's failure to realize the goal or to make a good faith effort as defined in Appendix to 24, CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents, shall result in: (1) a cure notice issued when there is clear evidence the contractor will fail to meet the resident employment requirements before the completion of the contract (if not cured the contractor will be terminated for default and assessed penalties up to the date of determination); (2) penalties in the amount of $45.00 (forty-five dollars) multiplied by the number of hours constituting the shortfall for each week of the shortfall (e.g., if 3,000 person hours were expended during the course of a given week for the project, then of those 3,000 hours, 750 must be worked by residents; if residents worked only 650 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of $45.00 multiplied by the 100-hour shortfall, or $4500.00), assessed upon completion of the project and payable to the San Francisco Housing Authority upon demand, or set off from amounts owed for work on the project; or (3) breach of contract; and/or (4) termination of the contract. In addition, penalties will be regarded by the SFHA as poor past performance and may be grounds for determining a contractor to be nonresponsible and ineligible for award of future contracts.

2. The Executive Director will use Section 3 provisions to grant preference for contracting opportunities for Section 3 business concerns; provide other training and employment related opportunities to low income people; and provide other business related economic opportunities that expand Section 3 businesses, including micro-enterprises.

3. This resolution supersedes and replaces Determination and Order Number D-109 of Resolution Number 4604 adopted 4/19/97 and compliments Resolution Number 4886 adopted 4/27/00 and Resolution Number 4908 adopted 6/22/00.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

[Signature]
CARL L. WILLIAMS, GENERAL COUNSEL
Date 2-16-01

[Signature]
RONNIE DAVIS, EXECUTIVE DIRECTOR
Date 2-16-01

Page 3 of 3

Revised August 21, 2018
FIVE-DAY SUBMITTALS

Revised August 21, 2018
The undersigned acknowledges that the Affirmative Action Requirements are in effect for the multi-family projects indicated below.

The requirements will be incorporated into our plans and specifications, and in all out contracts over $10,000 or open-end contracts expected to exceed $10,000.

We will submit a list of all our Contractors over $10,000 to the Department of Labor within ten (10) working days of the date of award of the contract.

We will also submit copies of the Contractor's and subcontractor's monthly reports to the Department of Labor, to arrive no later than the 5th day of each month.

__________________________________________  ____________________________________________
Signature & Title of Sponsor/Developer            Signature & Title of Prime Contractor 

FOR_________________________________________ FOR________________________________________
Name of Company                                   Name of Company
________________________________________
Name of Company                                   Address
________________________________________
Address                                                                                       

City, State & Zip Code   City, State & Zip Code

Project Number:_________________________ Project Name: BACK BUILDING ROOF REPLACEMENT

Project Location: 1815 Egbert Avenue, San Francisco, CA 94124

This format meets the requirements of Executive Order 11246, as amended.
MBE/WBE’S CERTIFICATION

(To be completed by each Minority or Woman Business Enterprise participating sub-contractor on this contract.)

1. The name of the firm is ________________________________

2. The type of business is ________________________________

3. The address of the principal office of the firm is ________________________________

Other certifications for MBE/WBE: (State, Federal, County, etc. ________________________________

________________________________________________________________________________________

Signature: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________
COMPLIANCE WITH APPRENTICESHIP AND TRAINING PROGRAMS REQUIREMENTS

The undersigned acknowledges that the Authority’s Resolution No. 3740, requires that potential Contractors, their subcontractors and vendors provide documentation to demonstrate compliance with apprenticeship and training programs.

The undersigned represents:
[ ] They are signatory to an approved JAC apprenticeship program in all apprenticeable crafts.

[ ] They are a participant in a California State Department of Apprenticeship Standards' Certified apprenticeship program in all apprenticeable crafts.

[ ] That the bidder has developed and implemented a training program within their business, company or corporation which will be on the contracted job for the duration of the contract that meets the standards set forth by the California State Department of Apprenticeship Standards.

[ ] This work does not involve an apprenticeable craft.

These two websites are provided for your information and instruction on how to research the approved apprenticeship programs through the State of California.

DIR - DAS Apprenticeship - http://www.dir.ca.gov/apprenticeship.html

DIR - The Division of Apprenticeship Standards (DAS) - Apprenticeship Program Information - Public Works - http://www.dir.ca.gov/databases/das/pwaddrstart.asp

Potential Contractors must provide any written documentation (letters, emails) whether their firm was granted or denied a request for apprenticeship from any approved sources demonstrating compliance with the apprenticeship and training programs.

______________________     _________________
Signature                Date

______________________
Title

______________________
Telephone

______________________
Date
CONTRACTOR'S AND SUBCONTRACTOR'S TRAINING PROGRAM STATEMENT

Your firm has declared that it has developed and implemented a training program which provides training opportunities for any apprenticeable craft that will be on 1815 Egbert Avenue for the duration of the contract and that this program meets the standards set forth by the California State Department of Apprenticeship Standards.

The following information must therefore be provided for this contract according to California Labor Code Section 1777.5:

1. Has your firm applied to be a participant in a California State Department of Apprenticeship Standards Certified apprenticeship program? If so when? What is the status of this application? YES____ NO____ DATE_______

1. How does your firm recruit new employees?

2. Does your firm plan to employ public housing residents in the execution of this contract?

3. Does your firm have other Public Works contracts (Federal, State, or City)? If so, list them.

5. How do you educate and train employees? (BE SPECIFIC, UTILIZE ADDITIONAL PAGES IF NEEDED).

COMPANY: ____________________________

BY: ________________________________

TITLE: _________________________________

For information on the California State Apprenticeship Standards contact the California Department of Industrial Relations at (415) 703-5281
## WORKFORCE ON THIS JOB

**Form 1**

**Contractor:**

**Job:**

**Date Filled Out:**

**Male Employees:**

**Female Employees:**

### Craft

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**Totals**

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**Note:** Please identify a public housing resident with an asterisk (*)

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Revised August 21, 2018

No affirmative action program will be approved unless this form is on file with the SFHA
|       | Admin |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Superv |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Cleric |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Foreman|      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Journeymen/Mechanics | | |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Helpers |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Apprentices | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|       | Foremen |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Journeymen/Mechanics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|       | Helpers |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Apprentices | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|       | Foremen |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Journeymen/Mechanics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|       | Helpers |      |        |     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|       | Apprentices | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
SECTION 3 ASSURANCE

I, __________, an authorized official representative of __________, agree to comply with Section 3 requirements for the following project: __________. I understand that failure to comply may result in the following sanctions: cancellation, termination of this contract for default, and debarment, suspension or limited denial of participation from future HUD assisted contracts.

1. How many new positions will be created by work on this project: ___ List the Occupational Categories for such positions (Complete Attachment A):

________________________________________________________________________

2. Of these, how may will be filled with Section 3 residents? ________________

3. How do you propose to recruit Section 3 residents? __________________________

4. How many subcontractors, businesses/supplies will be utilized for this project? ________

___________________________

5. Of these, how may are Section 3 business concerns? _____

6. (Complete Attachment B)

Authorized Signature: _______ Date: ______

(FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD)
SECTION 3 AFFIRMATIVE ACTION PLAN

In accordance with Section 3 of the Housing and Urban Development Act of 1968, and the regulations pursuant to that Act,

(Contractor or Architect/Engineer)

agrees to comply with Section 3 of the Act by assuring that to the greatest extent feasible:

- Training and employment opportunities will be given to lower income residents of the project; and
- Contracts for work in connection with the project will be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project.

The contractor will initiate the following actions to insure utilization of low and very low income project residents as employees or trainees and to incorporate project area small business as subcontractors and suppliers:

1. The contractor will establish and maintain a directory of service organizations, job referral agencies and manpower training programs operating within, or observing, project area residents.

2. The Contractor will submit prior to the award of a contract, signed Section 3 Assurance to comply with Section 3 regulations and requirements.

3. The Contractor will provide prior to the signing of a contract, a statement of new work force needs, including trainee positions. (See Attachment “A”).

4. The Contractor will notify community based organizations of available employment opportunities, and shall maintain records of response from such organizations.

5. The contractor will undertake personal recruitment efforts directed to such service organizations.

6. The Contractor will maintain a file of the names and addresses of each low income resident worker referred and what action was taken with respect to each referred worker.

7. The contractor will include the Section 3 Clause in every subcontract for work in connection with HUD assisted projects.

8. For each subcontract, the prime Contractor will submit, prior to Contract Award, the Section 3 Affirmative Action Plans of its subcontractors.

9. The Contractor will not attempt to circumvent Section 3 provisions.
10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents and will, as a minimum, provide evidence of the following:

(a) Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department and the Private Industry Council; and

(b) Notification to labor organizations with which the contractor has a collective bargaining agreement or other understanding; and

(c) Maintain a list of all lower income area residents who have applied either on their own or referral from any source, and if such persons, if otherwise qualified, have been employed.

11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area business concerns as subcontractors and suppliers.

12. The Contractor will provide the Section 3 Estimated Project Workforce Breakdown, Proposed Contracts/Subcontracts Breakdown, and Business Utilizations Reports required under this contract.

I, _______________ fully realize that failure or refusal to comply and give satisfactory assurances of future shall be proper basis for any or all of the followings actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance have been received.

Authorized Signature: ____________________________ Date: ____________________________
## SECTION 3
### ESTIMATED PROJECT WORK FORCE BREAKDOWN

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT</th>
<th>NUMBER OF POSTIONS TO BE FILLED WITH SECTION 3 RESIDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
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<tr>
<td>Professional</td>
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<td>Technical</td>
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<td>Office/Clerical</td>
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<td><strong>TRADE:</strong></td>
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<td>Journeyman</td>
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<tr>
<td>Others</td>
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</table>

**Section 3 Resident**
Individual residing within the Section 3 area whose Family income does not exceed 80% of the median Income in the Metropolitan Statistical Area (MSA) or the County if not within a MSA in which the Section 3 Covered project is locate.

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Company  
Project Name  
Project Number  
Person Completing Form  
Date
## SECTION 3

**PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN**

<table>
<thead>
<tr>
<th>Type of Contract (Business or Profession)</th>
<th>Total Number</th>
<th>Total Approximate Dollar Amount</th>
<th>Estimated No. Contracts of Section 3 Businesses</th>
<th>Estimated Dollar Amount to Section 3 Businesses</th>
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Company

Project Name

Project Number

Person Completing Form

Date

Revised August 21, 2018

EXHIBIT 11
SECTION 1C

CONTRACT AWARD

PHASE DOCUMENTS

Revised August 21, 2018
SAN FRANCISCO HOUSING AUTHORITY

Contract Award No: _________

(Name of Contractor)

Back Building Roof Replacement at
1815 Egbert Avenue
San Francisco, CA 94124
CONTRACT

THIS AGREEMENT (“Agreement” or “Contract”) made this _____ day of ________________, in the year _____ by and between ___________________________________________, a corporation, organized and existing under the Laws of the State of California, OR a Partnership consisting of OR a Sole Proprietor trading as ___________________________________________ (CONTRACTOR), and the Housing Authority of the City and County of San Francisco, a public body (AUTHORITY).

WITNESSETH, that the Contractor and the Authority, for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the

at ____________________________, a low-income housing development located in San Francisco, California, in strict accordance with the Specifications dated __________, including Addenda, if any, thereto numbered ___________, and the Drawings referred to therein, all as prepared by , which said Specifications, Drawings and Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications the sum of ____________________________ DOLLARS ($ __).  

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

a. This Instrument
b. Addenda, if any
c. Supplementary General Conditions
d. General Conditions
e. Special Conditions
f. Technical Specifications
g. Drawings

This Instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in FOUR (4) ORIGINAL counterparts as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Telephone: (415) 715-3137

By: _____________________________
Title: ___________________________
Date: ___________________________

CONTRACTOR

By: _____________________________
Title: ___________________________
Date: ___________________________

FEDERAL I. D. NUMBER (EIN)

APPROVED AS TO FORM AND LEGALITY:

By: _____________________________
Title: Office of General Counsel
Date: ___________________________

(PLEASE PRINT OR TYPE THE NAMES UNDERNEATH ALL SIGNATURES)
CERTIFICATIONS

I, ____________________________, certify that I am the ____________________________ of the company named as Contractor herein; that ____________________________, who signed this Contract on behalf of the Contractor, was then ____________________________ of said company; that said Contract was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL:

(PLEASE PRINT OR TYPE THE NAMES UNDERNEATH ALL SIGNATURES)
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BONDS

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the contract.

3. The penal sum shall be not less than that required by the Specifications.

4. If the Principals are partners, or joint-ventures, each member shall execute the bond as an individual, with his/her place of residence shown.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:
   a. The rate of premium in dollars per thousand; and
   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we ___________________________, (Name of Contractor)

a ____________________________ hereinafter called "PRINCIPAL"

(Corporation, Partnership, or Individual)

and ___________________________ of ___________________________, (Surety)

(State of) ____________ of ___________________________, (City)

"SURETY"," are held and firmly bound into the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA hereinafter called the "OWNER" in the penal sum of ___________________________ DOLLARS ($____________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____________ day of ____________ , 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this Instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the ___________________ day of __________________, 2018.

ATTEST:

______________________________________________  (PRINCIPAL)
(Principal) Secretary
(SEAL)

______________________________________________
(Witness as to Principal)

______________________________________________
(Address)

ATTEST:

______________________________________________  (SURETY)
(Surety) Secretary
(SEAL)

______________________________________________
(Witness as to Surety)

______________________________________________
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we ____________________________________________________________________,
(Name of Contractor)
a ___________________________________________ hereinafter called "PRINCIPAL"
(Corporation, Partnership, or Individual) and ____________________________________________
of _____________________________________________
(Surety) State of __________________________ (City) hereinafter called the
"SURETY", are held and firmly bound into the HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO, CALIFORNIA hereinafter called the "OWNER" in the penal
sum of ____________________________________________________________________ DOLLARS ($__________)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the ____________ day of ____________, 200__, a copy of
which is hereto attached and made a part hereof for the construction of:
____________________________________________________________________
____________________________________________________________________

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment
and tools, consumed or used in connection with the construction of such work, and all insurance
premiums on said work, and for all labor, performed in such work whether by subcontractor or
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work
to be performed thereunder or the Specifications accompanying the same shall in any affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
1815 Egbert Avenue    Solicitation No: 18-050-IFB-0023
Back Building Roof Replacement

IN WITNESS WHEREOF, this Instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the ____________ day of ______________, 2018.

ATTEST:

__________________________________________  (Principal) Secretary                    (PRINCIPAL)
(SEAL)

__________________________________________  Address: ______________________________
(Witness as to Principal)

__________________________________________  (Address)

ATTEST:

__________________________________________  (Surety) Secretary                    (SURETY)
(SEAL)

__________________________________________  By: ______________________________
(Address)  (Attorney-in-Fact)

__________________________________________  Address: ______________________________
(Witness as to Surety)

__________________________________________  (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.
TECHNICAL SPECIFICATIONS