

CITY OF EUREKA HOUSING AUTHORITY

**Request for Bids
For
Multifamily Residential Fencing & Gates Installation**

Date of Issuance: July 25th, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN 4:30 pm
Monday, August 15, 2022

DELIVER OR MAIL TO:

City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

Or via email to:

heatherh@eurekahumboldtca.org

Optional pre-bid site walk is scheduled for Thursday, July 28th at 10:00 am starting at 131 West Del Norte Street, then to 514 West Del Norte Street, finishing at 330 West Grant Street.

Multifamily Residential Fencing & Gates Installation

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I. PURPOSE

The City of Eureka Housing Authority desires to improve our tenant and property safety and security by installing fencing with gates at three of our Eureka properties: 330 Grant Street (APN #004-161-002-000, a 0.18 acre parcel with one building comprising 5 units), 131 West Del Norte Street (APN #004-084-006-000, a 0.74 acre parcel with two buildings comprising 19 units), and 1830 Albee/514 West Del Norte Street (APN #004-052-006-000 and #004-052-007-000, two parcels totaling 0.30 acres with two buildings comprising 8 units). A HUD Capital Funds Grant for Emergency Safety and Security improvements will be used to fund this project.

See attached site plans depicting proposed fencing/locations

II. BACKGROUND

The City of Eureka Housing Authority (“CEHA”), a special purpose government, was incorporated on August 6, 1946 under the California State Health and Safety Code, Section 34200. The Public Housing Authority (PHA) was established to provide clean, decent, safe, sanitary, and affordable housing to low-income families. The PHA has a five-member board of commissioners that provides oversight.

CEHA endeavors to provide a safe and secure environment for our tenants. After analyzing crime rates in various neighborhoods in Eureka and working with the City of Eureka’s CPTED Team (Crime Prevention Through Environmental Design) to assess safety and security measures that could be implemented, we determined that the three properties listed above had the highest need for security related improvements, including fencing surrounding the units and properties.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of experience relative to the scope of work.
- B. The Proposer shall be familiar with and comply with any local ordinances related to fencing.
- C. The Proposer may inspect the sites and note any existing conditions before submitting a quote for this project. Submittal of a quote is a positive affirmation that the Contractor is informed and satisfied as to the site conditions.
- D. All bids must be for specific amounts. Any attempt to qualify prices with an “escalation clause” or any other method of making a price variable, is unacceptable. Bid shall be valid until sixty (60) days after the date the bids are opened and reviewed.
- E. The work includes removal of some existing fencing and removal of some shrubbery. All removed fencing and shrubbery to be disposed of by the Contractor (or subcontractor).
- F. Administrative Requirements:
 - a. California Contractor’s License.
 - b. Current business license (copy to be provided prior to commencement of work)
 - c. Subcontracting – No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor’s work.

- d. Insurance – The Contractor shall furnish CEHA with proof of insurance. Insurance certificates are required to be submitted by the selected Contractor prior to contract signing.
- e. Workers' Compensation – The Contractor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensations.
- f. Prevailing Wages (Davis Bacon) – The contractor, and each subcontractor, shall be required to pay the prevailing wages as established by the Secretary of Labor of the United States. By letter dated January 11, 1989, from the State of California, Department of Industrial Relations, Office of the Director, the State of California has adopted the prevailing wages as established by the Secretary of Labor of the United States as the local prevailing rate of per diem wages for the work of improvement described in these contract documents and specifications. Copies of said wage rates are included in the bid package as Appendix F and on file at the office of the City of Eureka Housing Authority and shall be made available to any interested party on request. Above said wage rates shall be posted at the job site during construction. Such wage rates shall be subject to modification to comply with revisions in Federal minimum schedules. The attention of Bidder is directed to the fact that the work proposed herein to be done 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.

CEHA shall designate a representative authorized to act on its behalf with respect to the project. All services to be performed by the Contractor shall be subject to approval and acceptance by the designated representative and payments shall not be made to the Contractor until said acceptance and approval.

IV. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all plans, equipment, materials, supplies, and manufactured articles, and for furnishing all transportation and services, including fuel, power, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the specifications as herein defined.

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work. The Contractor shall inspect related and appurtenant work and shall report in writing to the CEHA Representative any conditions which will prevent proper completion of the work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at his/her sole cost and expense.

SCOPE OF WORK

1. Work to be performed
 - a. Pre-Work Preparations
 - i. While a building department permit is not required for this project, the contractor should secure any necessary encroachment permits.
 - ii. The Contractor should secure an area on the properties to park trailers, vehicles, or any other equipment, and to place portable toilets.
 - iii. CEHA will ensure there is electricity available on site.
 - b. Site Preparations
 - i. The contractor shall make sure that any shrubs or other obstructions are cleared from the fence path.
 1. Note that any prominent shrubbery along proposed fence perimeters will be removed by CEHA under separate contract.
 - ii. The contractor will demolish and dispose of all existing fences:
 1. All pressure treated lumber must be disposed of properly.
 2. All old fence posts must be removed completely.
 3. All boards, nails, and debris must be cleaned up.
 - iii. The Contractor shall ensure that any ground that is getting dug into is clear of any utilities, wires, or pipes.
 - c. Fence Installation and Specifications
 - i. Install Ameristar fence and gate systems around the three properties described above as per fence layout diagrams.
 1. 131 W. Del Norte \approx 772 linear feet of fencing and 6 gates (including 1 ADA gate and 1 sliding gate).
 2. 1830 Albee/514 W. Del Norte \approx 380 linear feet of fencing and 6 gates.
 3. 330 Grant \approx 220 linear feet of fencing and 2 gates.
 - ii. All fence components must be installed to Ameristar's specifications.
 - iii. Fence Panels: Contractor must use Ameristar 6' steel fence, Montage II, Genesis style, 3 rail fence panels.
 - iv. Fence Posts: Contractor must use Ameristar 2 ½ inch square posts (posts to be inserted at least 3' below grade with a 4" diameter round post base to rise 2 to 3 inches above grade; please check if this is not clear).
 - v. Gates:
 1. Contractor must use Ameristar, Montage II, Genesis style, 3 rail single swing gates to fit 4' openings and match the 6' fence height.
 2. One gate on the west side of 131 West Del Norte will be an Ameristar, Montage II, Genesis style, 3 rail Passport roll gate for a 6' wide opening with a covered padlock latching system.
 3. All single swing gates shall have a heavy duty self-closing hinge system.

4. All single swinging gates shall have a mechanical keypad lever handle latch system with back up master key on the outside and a panic bar on the inside of each gate.
 5. All single swinging gates shall have a steel barrier or cover to make sure that the panic bars cannot be pressed from outside of the gate.
 6. One ADA Gate will be located on the east parking lot side of the 131 West Del Norte property. ADA designated gates shall comply with state and local codes and regulations.
- vi. Contractor must ensure that all fences are equipped with a Knox Box for fire department key access in accordance with local fire code.
 - vii. All hardware/fasteners must be galvanized and/or stainless steel. The Contractor's proposal shall include high-grade hinges, locks, knobs, and panic bars within the bid. Contractor may suggest alternate products for CEHA selection if it won't affect overall performance/longevity of the fencing.
 - viii. Each property will have 1 removable fence post between two fence panels to allow access for large equipment. See notes on included diagrams.

d. Clean Up.

- i. The Contractor will be responsible for all clean up of the job site to a "broom clean" status.
- ii. If there are any areas of concrete that are stained with dirt, paint, or any other substance from construction, the Contractor will be responsible for cleaning stains to where it is free of any visible sign.
- iii. The Contractor will be responsible for reinstalling any items that were removed from building for the purposes of construction unless other arrangements have been made and agreed upon with CEHA.
- iv. The Contractor will remove and dispose of all trash and excess unusable materials.
- v. The Contractor will remove all tools, equipment, drop cloths/tarps, trash (produced by Contractor), and any other items that were put there by the Contractor.

e. Materials and Equipment

- i. The Contractor shall supply all necessary materials, fasteners, hardware, concrete, wood, and any other items necessary to complete the project.
- ii. The Contractor shall use his/her own equipment and shall provide all necessary tools and materials to complete the job as described.

2. Other Notes

- a. CEHA may conduct periodic inspections of the project at random times that will not interfere with the contractor's work as well as the following progress point inspections that will be conducted:

- i. Initial inspection with the Contractor before any work begins, for direction and to go over any potential issues or concerns from CEHA Maintenance Personnel or the Contractor.
 - ii. Final walk through for clean-up and approval.
- b. The Contractor will be responsible for providing portable toilets for the duration of the project.
- c. CEHA will ensure that the Contractor has working outlets for equipment and a hose spigot for the contractor to hook up his/her own hose.
- d. Please include an approximate time frame for the entire project, weather permitting. If any unforeseen issues, such as weather, will affect this time frame, the schedule may be adjusted accordingly.
- e. The Contractor will agree to prioritize this project and work on this project until completion and without interruption from other work.

V. SCHEDULE

<u>TASK</u>	<u>DEADLINES*</u>
Release of Requests for Proposals	July 25, 2022
Optional Property Walk	July 28, 2022 10:00 am
Submittal of Questions	August 1, 2022 by 5:00 pm
Response to Questions	August 5, 2022 by 4:00 pm
Proposal Due Date	August 15, 2022 by 4:30 pm
Proposal Review/Evaluation	Week of August 15 th 2022
Tentative award of contract	August 2022
Tentative Start date	September/October 2022

** These dates are anticipated and may change.*

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFB is available through CEHA's website at eurekahumboldttha.org under Notices and Updates. If addendums are necessary, they will be posted on CEHA's website as well, below the original posting. All respondents interested in proposing under this RFB are encouraged to request to be added to our "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes, or responses to written inquires and will be distributed to all interested contractors. To get on the list please email heatherh@eurekahumboldttha.org or call Heather at 707.443.4583 x219.

VII. QUESTIONS

All questions regarding this RFB shall be submitted in writing by email to Ryan Harvey at ryanh@eurekaumboldtha.org, with copy to Heather Humphreys at heatherh@eurekaumboldtha.org. The date and time when questions must be submitted are shown in “Section V-Schedule” of this RFB. Questions with their answers will be posted on CEHA’s website by the date and time set forth in this RFB.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at CEHA’s sole discretion. The submittal shall contain the name of this RFB and Respondents shall provide submission via ONE single-sided unbound copy to our physical address or via electronic copy to heatherh@eurekaumboldtha.org.

All proposal submittals shall be received by CEHA no later than August 15, 2022 at 4:30 p.m. via email as noted above, or if by hard copy, delivered to and addressed as follows:

City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

Please note that the CEHA will not be open on 07/29/22. Further, lobby hours are limited due to the ongoing COVID-19 pandemic; open lobby hours are Tuesday, Wednesday, and Thursday, 10am-3pm.

IX. SUBMITTAL FORMAT

All Respondents must submit proposals according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise description of qualifications to satisfy the requirements of this RFB. Proposals shall be valid for a minimum of 60 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. CEHA reserves the right to request additional information that, in CEHA’s opinion, is necessary to ensure that the Proposer’s ability to complete the work requested under this RFB.

A. WORK PROPOSAL

1. Cover Letter

- a. Include a cover letter expressing the firm’s interest and understanding of the request for bids. The letter should name all the persons authorized to make representations for the Proposer and be signed by an individual who can bind the Respondent contractually.

- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFB.
2. Experience and Qualifications
 - a. Describe your company including type of organization (e.g. individual, corporation, etc.), service area, length of time in industry, financial stability, and availability to the project location.
 - b. Provide at least three (3) client references that received similar services from Respondent at a minimum over the last five years. Include name of organization and address.
 - c. Provide list of intended sub-contractors, if applicable. Copies of business licenses for all sub-contractors to be provided before contract signing.
3. Approach to Scope of Services
 - a. Specify product details (e.g. brand, material) to be provided for each of the following:
 1. Hinges
 2. Emergency/panic bars
 3. Lock keypads
 4. Gate handles
 5. Knox Boxes
 6. Other significant materials needed to complete work not specified within the scope
 - b. Provide an estimated construction schedule. Note that CEHA is closed every other Friday and for regular holidays. During these times, the designated CEHA Representative will be unavailable. Additionally, all work shall start after 8:00am and cease daily no later than 7:00pm.
 - c. Provide any other information or tasks that Respondent believes is relevant to this proposal and/or necessary to complete the Scope of Services.
4. Bidder's Proposal and Statement: Appendix A
5. Declaration of the Bidder: Appendix B
6. Vendor Information Sheet: Appendix C
7. W-9: Blank Form attached
8. Copy of Contractor's license
9. Contractor's standard form of contract (if applicable)

B. COST PROPOSAL

1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall encompass all costs/tasks required to perform the Scope of Services. The contractor is to propose a lump sum quote for the above scope of services. Cost proposal should include all services, including subcontractors, and materials needed to perform the Scope of Services.

X. FORM OF CONTRACT

The City of Eureka Housing Authority's Form of Contract (Appendix D) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance with such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, CEHA maintains discretion to accept or reject the Respondent's request for revisions. CEHA reserves the right to make any revisions to the proposed professional services agreement.

Alternately, the Respondent may provide their standard agreement/contract with comparable terms for review if so preferred, as an attachment with submission of proposal.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions, and specifications of this RFB. Bidders shall read the scope, examine drawings, and make their own estimates of the existing elements, which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose so as to determine the actual conditions and requirements. Information derived from the maps, specifications or drawings provided by CEHA personnel shall not relieve the Bidder of this responsibility. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFB and that the Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the labor, materials, and services necessary in a manner that meets CEHA's objectives in this RFB. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that CEHA, its departments, its officers, employees, or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery, or presentation of a proposal;
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with CEHA; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by CEHA. The use of such information or data provided by CEHA, its officers, employees, or agents, is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Bids only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to CEHA in response to this RFB shall become the property of

CEHA and will not be returned, and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

CEHA reserves the right to accept, reject, modify, or cancel in whole or in part, this RFB. CEHA reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. CEHA has no obligation, express or implied, to make an award.

CEHA may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFB and/or provide the scope of services required herein. CEHA reserves the right to seek new proposals when it determines that it is in the best interest to do so.

An agreement shall not be binding or valid with CEHA unless and until it is executed by authorized representatives of CEHA and the Contractor.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFB. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements or do not meet minimum content and quality standards, may be eliminated from further consideration at the discretion of CEHA. Proposals will be reviewed and evaluated by an evaluation committee comprised of CEHA personnel.

CEHA will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFB. CEHA's final selection will not be dictated on any single factor or criteria, including price. Award will be made to the bidder submitting the best responsive proposal satisfying CEHA's requirements, as determined by CEHA, including consideration of price and other indicated factors.

XIV. AUTHORITY TO WITHDRAW

CEHA reserves the right to withdraw this Request for Bids without prior notice. CEHA makes no representation that any agreement will be awarded to any Respondent as a result of having

responded to this request. All proposals submitted to CEHA in response to this RFB shall become the property of CEHA and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a Bidder will be selected. A bidder to whom award is made shall execute a written contract with CEHA and provide any additional required paperwork as noted in this RFB. If a bidder to whom an award is made fails or refuses to enter into the Contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the award will be annulled and, in the discretion of CEHA, an award may be made to the Bidder whose proposal is next most acceptable to CEHA. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made.

XVI. TERMINATION OF CONTRACT

CEHA may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by law, or by official action of a public authority.

XVII. NOTIFICATION OF START OF WORK

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed, date to be mutually agreed on by Bidder and CEHA.

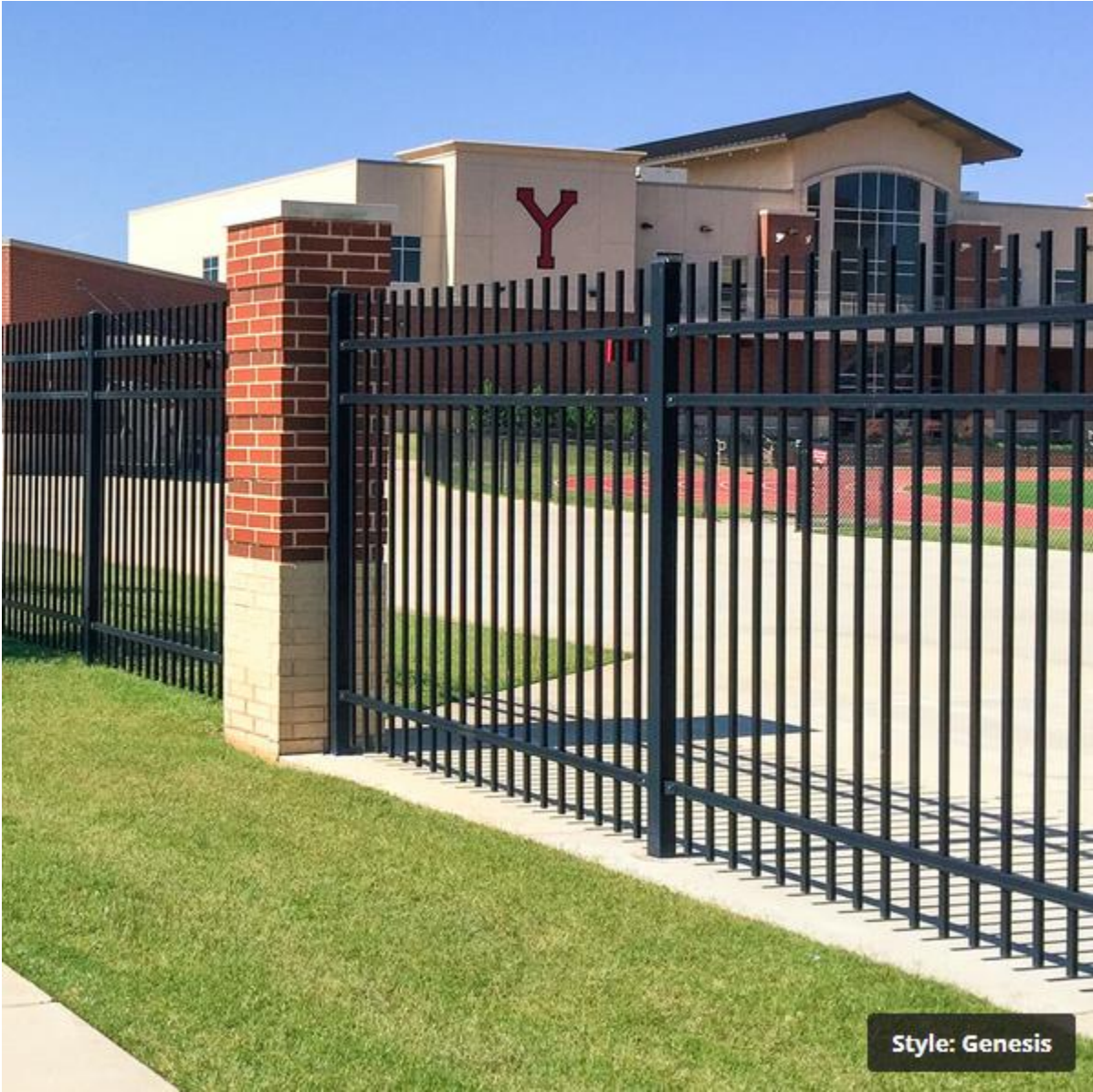
The Contractor shall notify CEHA at least 72 hours prior to starting initial construction at each of the three CEHA properties so that CEHA may properly notify residents of the impending construction work.

The Contractor shall provide at least one week notice prior to any periods in which the parking lot is required to be vacated to allow contracted work.

XVIII. GUARANTEE

All work shall be guaranteed three (3) years for defective materials and workmanship, commencing at final acceptance. Work found to be defective or not in accordance with the contract Documents shall be corrected by the Contractor promptly after receipt of a written notice from CEHA. If the contractor fails to make such repairs or replacements promptly, CEHA reserves the right to perform or otherwise contract out the work and the Contractor shall be liable to CEHA for the costs thereof.

Ameristar Montage II Fence, style Genesis (example)



131 W. Del Norte

Perimeter security fence

Legend

Proposed Fence Perimeter

Shandi's Residential Cleaning, Licensed and

Humboldt Senior Resour

Pine St

W Del Norte St W Del Norte St

California St

ADA gate

Suggested location for removable post

Rolling gate

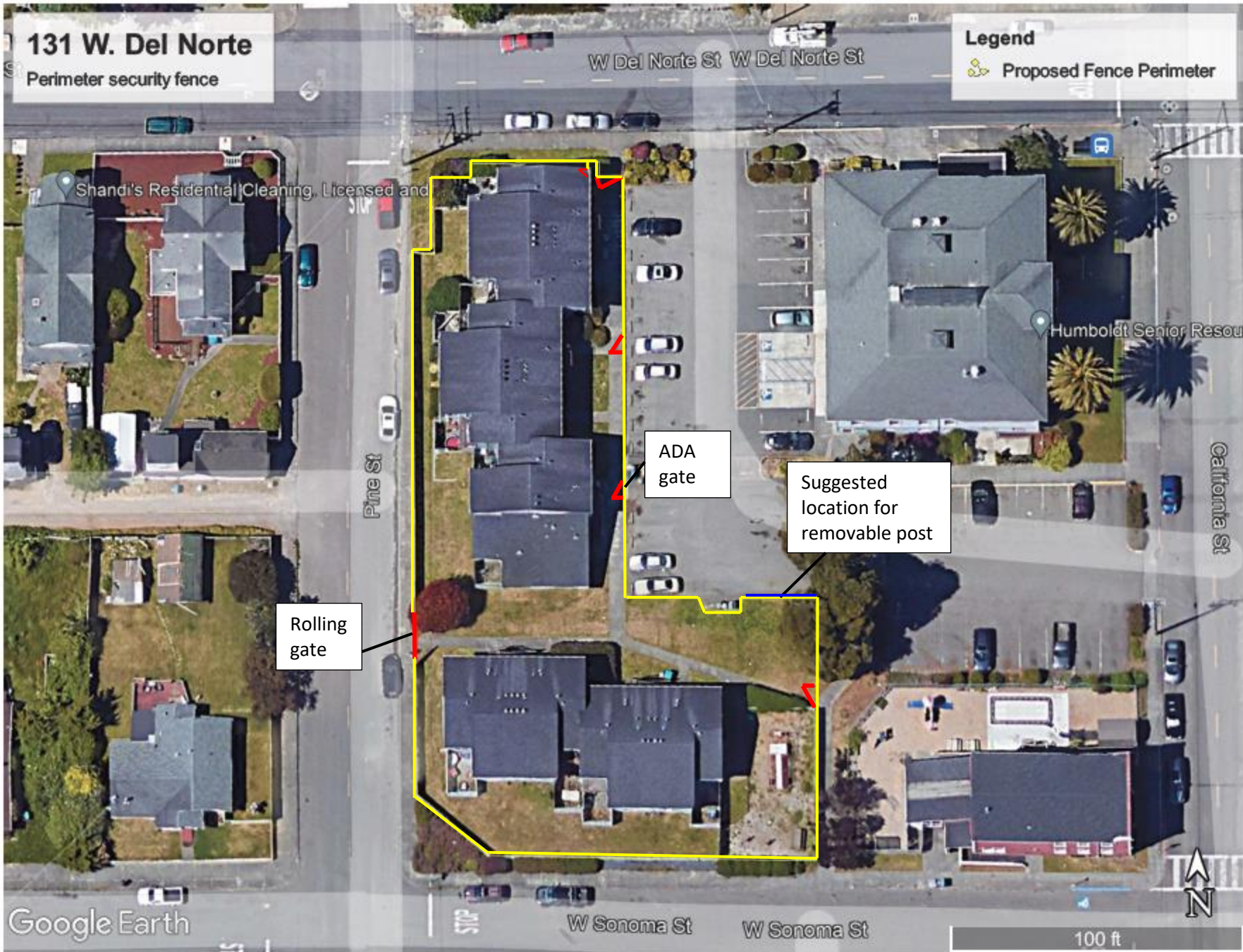
Google Earth

STOP

W Sonoma St

W Sonoma St

100 ft



330 Grant Street

Perimeter security fence

Legend

 Proposed Fence Perimeter

Grant St

Grant St

Grant St

Est

Est

Suggested location for removable post

Est



Google Earth

60 ft



1830 Albee/514 W.Del Norte

Perimeter security fence

Legend

 Proposed Fence Perimeter



Suggested location for removable post

St W Del Norte St
Google Earth

70 ft



APPENDIX A – Bidder’s Proposal and Statement
BIDDER’S PROPOSAL AND STATEMENT

**Multifamily Residential Fencing & Gates Installation
 At 330 Grant Street, 131 West Del Norte Street,
 and 1830 Albee/514 West Del Norte Streets**

To the Executive Director
 City of Eureka Housing Authority
 735 West Everding Street
 Eureka, CA 95503

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Scope of Work, and has read the full bid package, and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the “Multifamily Residential Fencing and Gates Installation” and in conformity with the plans and specifications and at the following total lump sum price; total to include all fees and taxes.

Item No.	Bid Item Description	Amount
1	MULTIFAMILY RESIDENTIAL FENCING AND GATES INSTALLATION AS DESCRIBED IN THE SCOPE OF WORK	\$
Total Bid Written in Words: See attached proposal.		Total Bid in Figures: \$ _____

Continued on following page.

The undersigned understands that the City of Eureka Housing Authority reserves the right to accept or reject any or all quotations submitted and to re-advertise at its discretion.

Company's Legal Name

Street Address of Company

City

State

Zip Code

Phone number

Authorized Signature

Date

Printed name of authorized signer

Title of authorized signer

Tax Identification Number

Contractor's license number (if applicable)

APPENDIX B - Declaration
DECLARATION OF THE BIDDER

I declare, under the penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the entity submitting this bid and in such capacity I am empowered to submit this bid on behalf of (entity):

_____.

I further affirm that the entity entered above is not listed either (1) on the Controller General's List of Ineligible Bidders/Contractors or (2) on the debarred list of the Labor Commissioner of the State of California. I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY Signature: _____

Printed Name: _____

Position/Title: _____

Date: _____



HOUSING AUTHORITIES CITY OF EUREKA & COUNTY OF HUMBOLDT



735 WEST EVERDING STREET, EUREKA CA 95503
PHONE: (707) 443-4583 FAX: (707) 443-4762 TTY: (800) 651-5111

APPENDIX C – Vendor Sheet

VENDOR INFORMATION SHEET

Please complete even if you are an existing vendor so we can ensure our systems have the most current and accurate information.

Date: _____ Prepared By: _____

Official Business Name: _____

DBA (if any): _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Rec. Phone: _____

Fax #: _____ Cust. Svc. Phone: _____

Email address: _____

Secondary email (if applicable): _____

Federal ID or SS#: _____ Contractor Lic. #: _____

Business License #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Years in Business: _____ Require Purchase Orders: Yes No

If your business has a Social Security number as Tax ID, we require signature of the owner.

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

APPENDIX D – Form of Contract

FORM OF CONTRACT

THIS AGREEMENT IS MADE THIS _____ day of _____, in the year two-thousand and twenty-two (2022), by and between _____ (“Contractor”), a corporation, Partnership, or Sole Proprietorship, existing under the laws of the State of _____, hereinafter called the “Contractor”, and the City of Eureka Housing Authority, hereinafter called “CEHA”.

WITNESSETH, that the Contractor and CEHA, for the consideration stated herein, mutually agree to the following:

- 1. STATEMENT OF WORK.** The Contractor shall, at its own cost and expense, furnish all labor, materials, transportation, equipment, services, and other needs to perform and complete all work required for fence installation as specified in the Request for Bids published July 25, 2022, in Eureka, California, in strict accordance with all contract documents and specifications, including addenda, if any, hereto, all of which are made a part hereof.
- 2. CONTRACTOR QUALIFICATIONS AND STANDARD OF WORK.** Contractor warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Contractor by CEHA and shall do everything required by this Agreement and other contract documents attached hereto. Contractor shall possess a valid license at the time of bid submission and for the duration of the Agreement.
- 3. CONTRACT PRICE.** For performance of the Contract, CEHA shall pay the Contractor an amount equal to the sum of _____ total dollars (\$ _____).
- 4. SCHEDULE OF PERFORMANCE.** The Contractor shall satisfactorily perform the services described in the RFB and any Amendments thereto within the Time Schedule stated or agreed to between the Contractor and CEHA. The Contractor shall immediately inform CEHA of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.
- 5. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE.** Risk of loss from total or partial destruction of the work, caused by contractor’s employees, agents, subcontractors, or the like, prior to final acceptance, shall be borne by Contractor. Contractor shall repair or replace such damaged or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

- 6. INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with CEHA. Contractor shall be responsible for the payment of all workers' compensation insurance, and unemployment insurance. Should Contractor desire any additional insurance protection, the Contractor is to acquire same at its expense.

Contract is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations, and lawful orders bearing on the performance of work.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CEHA, Contractor shall indemnify, protect, defend, and hold harmless CEHA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CEHA.

- 7. COMPENSATION.** Payment by CEHA to the Contractor for actual services rendered shall be made upon presentation of periodic invoices detailing services performed.
- 8. TERMINATION FOR CONVENIENCE OF CEHA.** CEHA may terminate the Contract at any time by giving written notice to the Contractor of such termination, such notice to be mailed via certified U.S. Mail. Contract shall be deemed terminated as of Contractor's receipt of said notice, and no further work shall be performed by Contractor. If the Contract is terminated by CEHA as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed and corresponding materials.
- 9. ASSIGNABILITY OF CONTRACT.** The Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under the Contract will be permitted only with the express written consent of CEHA. If CEHA consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
- 10. INDEMNITY.** Contractor shall indemnify, protect, defend, save and hold CEHA, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's employees, officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of CEHA, its officers, employees, volunteers and agents, except for loss

caused by the sole negligence or willful misconduct of CEHA or its officers, employees, volunteers or agents.

11. INSURANCE. During the term of the agreement, Contractor shall maintain, in full force and effect at its own cost and expense, the following insurance coverage:

- a. **General Liability.** Contractor shall obtain and keep in full force and effect general liability coverage. Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.
- b. **Automobile Insurance.** Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- c. **Professional Liability Insurance.** Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000).
- d. **Qualifications of Insurer.** The insurance shall be provided by an insurance carrier admitted to do business in California.
- e. **Certificate of Insurance.** Contractor shall complete and file with CEHA prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above.

12. WORKERS COMPENSATION INSURANCE. Full workers' compensation insurance shall be provided by Contractor as required by law. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of CEHA, its board, officers, agents, employees, and volunteers.

13. PREVAILING WAGES. Contractor and subcontractors will not pay less than the prevailing rates of wages (Davis-Bacon). Contractor will post one copy of the prevailing rates of wages at the job site.

14. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

15. AFFIRMATIVE ACTION. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

16. EQUAL EMPLOYMENT OPPORTUNITY. All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard

to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age, or sex.

- 17. SBE/MBE/WBE POLICY STATEMENT.** Consistent with Federal, State, and local laws, CEHA promotes and encourages the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
- 18. AMERICAN MADE.** If required by law and to the extent practicable, equipment and products provided by Vendor will be American made.
- 19. CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
- 20. RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
- 21. PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CEHA for any action, the Vendor must do so in writing with CEHA within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
- 22. CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CEHA shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CEHA may enter into or bid on a Contract while said employee is still employed by CEHA. No relative of an employee of CEHA may bid on a Contract until 12 months after the date said employee of CEHA has left employment of CEHA, either voluntarily or involuntarily. It is contrary to CEHA policy for any CEHA employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CEHA purchase or Contract for Goods or Services.
- 23. DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct

within the past three (3) years. If there are any exceptions to the Certifications above, attach documentation with explanation.

- e. Exceptions will not necessarily result in denial of award but will be considered in determining Vendor responsibility. For any exception noted above, indicate in attached documentation to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

- 24. PERMITS AND LICENSES.** Contractor shall maintain proper permits and licenses related to and necessary for the work. Any fees in connection with permits and licenses are the sole responsibility of the Contractor.
- 25. CLAIMS.** All claims for money due or to become due to the Contractor from CEHA under the Contract may not be assigned to a bank, trust company, or other financial institution without CEHA approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CEHA.
- 26. VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Contract shall be held exclusively in a state court in the County of Humboldt.
- 27. WAIVER.** In the event that either CEHA or Contractor shall at any time or times waive any breach of the Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Contract, whether of the same or any other covenant, condition, or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 28. CONFORMANCE TO APPLICABLE LAWS.** Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules, and ordinances.
- 29. CHANGES.** CEHA may from time to time require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CEHA and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CEHA Maintenance Supervisor.
- 30. ENTIRE CONTRACT.** The entire Contract between the parties hereto shall consist of the "City of Eureka Housing Authority Request for Bids for Multifamily Residential Fencing and Gates Installation" dated July 25th, 2022, any Amendments thereto, the Contractor's bid submission and all attachments, and any other related documents approved by both parties as if hereto attached.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials:

Contractor's Signature

Date

Name of Contracting Officer

Title

CEHA Officer Signature

Date

Name of Contracting Officer

Title

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

SUCA2013-001 05/14/2015

	Rates	Fringes
CARPENTER.....	\$ 22.59	6.91
CEMENT MASON/CONCRETE FINISHER....	\$ 25.90	9.02
ELECTRICIAN.....	\$ 31.70	9.70
LABORER: Common or General.....	\$ 16.88	5.96
PAINTER (Brush and Roller).....	\$ 26.37	9.81
PLUMBER.....	\$ 21.45	14.05
ROOFER.....	\$ 23.00	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.79	9.63

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION