



# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

[www.RegionalHA.org](http://www.RegionalHA.org)

TO: General Contractor  
FROM: Maria Conrique, Program Assistant  
DATE: 07/16/2020  
SUBJECT: City of Gridley Housing Rehabilitation Program

As a General Contractor interested in home rehabilitations with the City of Gridley, this is a notification that bids are currently being solicited to supply labor, equipment, materials and related services to rehabilitate the home at the following address:

**1431 Vermont Street, Gridley, CA 95948**

Enclosed you will find specifications for the home. Bid packets will be distributed at the on-site walk-through, which will be held as follows:

**Thursday, July 23, 2020 @ 9:00am**

Each winning bidder must have a valid General Contractor's license and active insurance for liability and workers compensation.

Bids are to be mailed, faxed to (530) 674-8505, or submitted by hand no later than **3:00pm on Monday, August 3, 2020** to the Housing Authority Planning and Community Development Department located at 1455 Butte House Road, Yuba City, CA, 95993. The envelope is to be marked as follows:

**City of Gridley Home Rehabilitation**

Attn: Sonja Dillree

**Bid for Property: 1431 Vermont Street, Gridley, CA 95948**

Be advised that the homeowner will freely select the General Contractor to perform the rehabilitation work as described in the Scope of Work and/or specifications and plans, and the owner and the Contractor understand the final Contractor selection will be subject to comparison with the owner's in-house estimate.



**EXHIBIT A**  
**WORK WRITE-UP**  
**COVER SHEET**

\_\_\_ Bid Accepted

\_\_\_ Bid Not Accepted

Date: July 23, 2020

Time: 9:00am

**Bid Due Date: August 3, 2020 at 3:00pm**

Rehabilitation Specialist: Sonja Dillree

530-671-0220, Ext.127

s.dillree@regionalha.org

City of Gridley OOR

OWNER(S) NAME: Branden & Chelsea Meyer

ADDRESS: 1431 Vermont Street, Gridley, CA 95948

TELEPHONE: 530-701-4794 and 530-933-1193

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

LICENSE #: \_\_\_\_\_

## WORK WRITE-UP

### CITY OF GRIDLEY HOUSING REHABILITATION PROGRAM

Owner: Branden and Chelsea Meyer  
Address: 1431 Vermont Street  
City: Gridley, CA 95948  
Phone#: 530-701-4794, 530-933-1193

## HEALTH AND SAFETY

- 1 **Septic System: A partial inspection has been completed** (that inspection included septic tank and leach field inspection, including digging up the lid, inspecting the tees, and performing a flow test on the leach lines). **An additional inspection is required** that will include removing the 5'x5' lid for sump on septic system to continue inspection that will require additional staff and excavator. A handout describing the completed inspection and the recommended inspection will be provided at the walk through. On this line item provide a cost to do the recommended inspection only. After contractor selection and when the septic system inspection has been completed, contractor will provide the housing authority with a written cost to repair or replace the septic system as recommended.

\$\_\_\_\_\_

**Total Health and Safety Bid**

\$\_\_\_\_\_

## BUILDING CODE

**Total Building Code Bid**

\$0.00

## WEATHERIZATION & CONSERVATION

**Total Weatherization Bid**

\$0.00

## ACCESSIBILITY

**Total Accessibility Bid**

\$0.00

**GENERAL PROPERTY IMPROVEMENTS**

**Total General Property Improvements Bid** \$0.00

**PEST REPORT**

No pest report repairs required. Pest report was clear.

**Total Pest Report Bid** \$0.00

\*\* Any exterior material (siding, trim, doors, etc.) replaced as a part of the Pest Report shall be primed and painted to match the surrounding material.

**LEAD PAINT REPORT**

Review the findings of the Lead Risk Assessment Report and use lead safe work practices for renovation as required by Federal, State and Local guidelines. The contractor performing the abatement must have all required certifications and licenses to perform lead abatement and must have a clearance test performed. The General Contractor must furnish copies of their or their sub-contractors certifications and list the name and license number of said sub-contractor on the sub-contractor list. Any additional cost incurred for abatement or testing must be shown here.

n/a

**ASBESTOS REPORT**

Review the findings of the Asbestos Risk Assessment Report and use asbestos safe work practices for renovation as required by Federal, State and Local guidelines. The contractor performing the abatement must have all required certifications and licenses to perform asbestos abatement and must have a clearance test performed. The General Contractor must furnish copies of their or their sub-contractors certifications to the Housing Authority before any abatement work can be started. Any additional cost incurred for abatement must be shown here.

\$ \_\_\_\_\_

## PERMITS AND FEES

CONTRACTORS ARE RESPONSIBLE FOR ALL PERMITS, IMPACT FEES, BONDS, BLUEPRINTS, PEST CLEARANCE, LEAD AND/OR ASBESTOS CLEARANCE, ARCHITECTURAL & ENGINEERING FEES.

\$\_\_\_\_\_

## TOTAL CONTRACTOR BID

\$\_\_\_\_\_

## ALTERNATES

- 1 **Exterior Paint:** Prep the exterior of the home by scraping, sanding or pressure washing to remove any dirt or loose paint. Prime any new or bare wood with a primer recommended by the finish coat manufacturer. Paint the complete exterior allowing for one main body color, one contrasting color and one accent color.

\$\_\_\_\_\_

- 2 **Water heater:** Remove existing water heater from inside the home. Install an energy star certified Rinnai Sensei model RU199EN tankless water heater to the exterior of the home.

\$\_\_\_\_\_

- 3 **Roofing:** Remove all existing roofing and gutters from the house. Install new prefinished seamless fascia gutter and matching downspouts to all eaves, Owner to choose color. Install 30 year dimensional laminated shingles, Owner to choose color.

\$\_\_\_\_\_

- 4 **Bathroom:** Remove the existing tub/shower. Install a new Best Bath Brand multipiece tub/shower kit (or preapproved equal). Install a Moen Chateau (or preapproved equal) tub/shower valve kit. Remove and replace existing toilet with a Kohler Wellworth or American Standard Cadet toilet and replace all visible plumbing. The new toilet must have a wood toilet seat. Remove existing vanity and install a new vanity of the same size with countertop and sink (\$400 max allowance for vanity purchase). Install a new bathroom vanity Delta faucet (\$100 max allowance for faucet purchase). Install new baseboard (\$1.00 per foot max material cost) and vinyl flooring in the bathroom (\$21 per sq. yard max allowance for vinyl material only). Replace the light fixture above vanity in bathroom (\$75.00 max allowance for purchase of fixture). Paint the bathroom and allow for one paint color and one trim color. Owner to choose paint colors, flooring, light fixture, and vanity.

\$\_\_\_\_\_

- 5     **Ducting:** - Removal and replacement of existing supply and return ductwork. Contractor to perform BTU load calculation for each room load within building envelope, provide duct design per load calculations for register supply and return. New duct, can, and register sized as needed. Duct design can be completed by contractor or sub-contractor's in-house design or by third party engineer. Must use approved Manual J and Manual D for design. Relocate existing supply cans to new optimized locations within each space. Install new return can and ducting as needed for optimized airflow. Supply and return airflow to be balanced for neutral pressure within building envelope. Installation of manual dampers to regulate proper airflow, CFM verified using flow hood to hit design airflow within 10% plus or minus. Seal and verify duct leakage by third party HERS rater. Provide documentation with calculations and certifications.

\$\_\_\_\_\_

- 6     **Insulation:** Remove existing insulation. Air seal all penetrations at attic ceiling. Install R-19 fiberglass bats on roof deck. Install blown in insulation up to R-38. Provide the Housing Authority with a certification.

\$\_\_\_\_\_

NOTE: ANY CHANGES TO THE SPECIFICATIONS WILL BE DONE IN WRITING BY THE HOUSING AUTHORITY'S OFFICE ONLY. Direct all construction questions concerning the specifications to our Rehabilitation Specialist.

I have reviewed and approved the attached Specifications and write-up. By signing below I, the homeowner, understands that any changes or additions to the above construction Write Up shall be done in writing by way of Change Order and must be signed by the Home Owner, Contractor and the Housing Authority Construction Specialist.

Owner \_\_\_\_\_ Date: \_\_\_\_\_

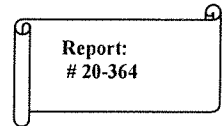
Owner \_\_\_\_\_ Date: \_\_\_\_\_

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING No.	STREET	CITY	ZIP	DATE OF INSPECTION	NUMBER OF PAGES
1431	Vermont St	Gridley	95948	05/18/2020	7

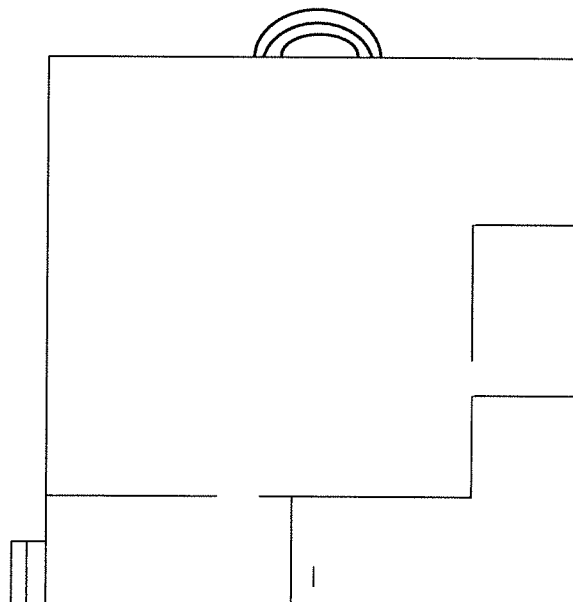


**GEORGE WEBB TERMITE CONTROL INC.**  
 1035 Siskiyou Ave. Oroville, 95965  
**underthehouse@yahoo.com**  
**916.213.5638**  
**Registration PR 7766**



Ordered by: Sonja Dillree Regional Housing Authority 530-674-8505 <a href="mailto:s.dillree@regionalha.org">s.dillree@regionalha.org</a>		Property Owner and/or Party of Interest:		Report sent to: Sonja Dillree	
COMPLETE REPORT	<input checked="" type="checkbox"/>	LIMITED REPORT	<input type="checkbox"/>	SUPPLEMENTAL REPORT	<input type="checkbox"/>
				REINSPECTION REPORT	
General Description: Single Family Residence				Inspection Tag Posted: Garage	
				Other Tags Posted:	
An inspection has been made of the structure(s) on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites	<input type="checkbox"/>	Drywood Termites	<input type="checkbox"/>	Fungus/Dry Rot	<input type="checkbox"/>
				Other Findings	<input type="checkbox"/>
				Further Inspection	
If any of the above boxes are checked, it indicated that there were visible problems in accessible areas. Read the report for further details on checked items.					

**CERTIFICATION**  
**"THIS IS TO CERTIFY**  
**THAT THE ABOVE**  
**PROPERTY WAS**  
**INSPECTED ON MAY 18,**  
**2020, IN ACCORDANCE**  
**WITH THE STRUCTURAL**  
**PEST CONTROL ACT AND**  
**RULES AND**  
**REGULATIONS ADOPTED**  
**PURSUANT THERETO, AND**  
**THAT NO EVIDENCE OF**  
**ACTIVE INFESTATION OR**  
**INFECTION WAS FOUND**  
**IN THE VISIBLE AND**  
**ACCESSIBLE AREAS."**



Inspected by: Rev Aldrin Pacis    License No. FR 51270    Signature:

You are entitled to obtain copies of all reports and completion notice on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies, contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831.

NOTE: Questions or problems regarding the above report should be directed to the manager of the company.

Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at 916.561.8708, 800.737.8188, or [www.pestboard.ca.gov](http://www.pestboard.ca.gov)

**GEORGE WEBB TERMITE CONTROL INC.**

PAGE 2 OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

BUILDING NO. 1431	STREET Vermont St	CITY Gridley	ZIP 95948
DATE OF INSPECTION 05/18/2020		CO. REPORT NO. #20-364	

**READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A WOOD DESTROYING ORGANISM INSPECTION REPORT.**

**This report excludes rodents, spiders, cockroaches and other non-wood destroying organisms.**

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, and heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company or its employees.

***ROOF:***

**"The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State License Board." Structural Pest Control Act 8516 (b) (8) (A).**

***ATTICS***

Insulated attics are inaccessible & impractical for inspection due to being a safety hazard caused by the insulation and due to extreme heat during the summer. A visual inspection is done from the access only if the attic is accessible and has an access. No opinion is made concerning the conditions in the attic that were not visible or accessible from the attic opening.

***MOLD DISCLAIMER***

THE ABOVE PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OF MOLD OR MILDEW AND/OR ANY HEALTH RELATED MOLDS OR FUNGI AS PER CALIFORNIA LAW. MOLD IS NOT A WOOD DESTROYING ORGANISM AS DEFINED BY THE STRUCTURAL PEST CONTROL ACT. IF INTERESTED PARTIES DESIRE INFORMATION REGARDING HEALTH RELATED MOLDS, AN INDUSTRIAL HYGENIST SHOULD BE CONSULTED.



**GEORGE WEBB TERMITE CONTROL INC.**

PAGE 3 OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

BUILDING NO.	STREET	CITY	ZIP
1431	Vermont St	Gridley	95948
DATE OF INSPECTION		CO. REPORT NO.	
05/18/2020		#20-364	

***LEAD BASED PAINT WARNING***

Repairs made by this company to residences built before 1978 may disturb repairs containing lead-based paint, and may release debris or does containing lead. Lead is a chemical known to the state of California to cause cancer and birth defects, and other reproductive harm. This notice is provided in compliance with California's Proposition 65. For further information please contact your healthcare provider, or an industrial hygienist. A licensed pest control inspector is not an expert in lead, lead-based paint, or exposure to lead. This report is not intended to identify the presence or absence of lead, or lead-based paint, in the building being inspected. Whether lead-based paint is present can be determined only by a certified lead inspector. For a list of certified lead inspectors, call the California Department of Health Services' Lead -Related Construction information line at 800-597-5323 or 510-869-3953 or go to the link: <https://www.cdph.ca.gov/programs/CLPPB/Pages/LRCFindProf.aspx>

***LEAD PAINT DISCLAIMER***

Please inform your inspector of the year that your structure was built. Federal law requires that before we perform renovation, repairs, or painting jobs in homes built prior to 1978, and for child-occupied facilities, that we provide the owners and tenants with a copy of the EPA'S led hazard information pamphlet "Renovate Right." If your home was built prior to 1978, additional measures will need to be taken to protect you and your family for any dust and hazardous waste generated during the work. These measures will involve specialty contractors, certified and trained in containing lead dust and debris.

California law further deems construction debris with lead paint to be hazardous waste. Hazardous waste may only be removed from a property by a licensed waste disposal company. (Homeowners are exempt if they transport this waste in their personal vehicles to a local hazardous waste facility). If a firm, certified by the California Department of Public Health to make assessments, makes a determination that there is no lead in the work areas, then the mandated containment and hazardous waste rules do not apply. If you plan to do work yourself, you are advised to first contact the National Lead Information Center, at 1-800-424-LEAD, and ask for information on how to work safely in a building with lead-based paint.

**GEORGE WEBB TERMITE CONTROL INC.**

PAGE 4 OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

BUILDING NO.	STREET	CITY	ZIP
1431	Vermont St	Gridley	95948
DATE OF INSPECTION		CO. REPORT NO.	
05/18/2020		#20-364	

***PESTICIDE NOTICE***

State law requires that you be given the following information:

**CAUTION--PESTICIDES ARE TOXIC CHEMICALS.**

"Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (1-800-222-1222) and your pest control company immediately."

Further information: Contact any of the following: your pest control operator, George Webb Termite Control Inc. (916.213.5638); for Regulatory information call the Structural Pest Control Board (800-737-8188) or write to: 2005 Evergreen Street # 1500, Sacramento, CA 95815.

**SYMPTOMS OF VIKANE (SULFURYL FLOURIDE) EXPOSURE**

Vikane is a gas which has no warning properties such as odor or eye irritation. (However, chloropicrin is used as a warning agent and is a known lachrymator). Early symptoms of exposure to Vikane are respiratory irritation and central nervous system depression. Excitation may follow. Slowed movement, reduced awareness, and slow or garbled speech may be noted. Prolonged exposure can produce lung irritation, pulmonary edema, nausea, and abdominal pain. Repeated exposure to high concentrations can result in significant lung and kidney damage. Single exposures at high concentrations have resulted in death. Treat symptomatically.

**FOR ADDITIONAL INFORMATION, CONTACT THE APPROPRIATE PARTY BELOW.**

<b>COUNTY</b>	<b>HEALTH DEPT.</b>	<b>AGRICULTURAL COMMISSIONERS</b>
BUTTE	530.538.7581	530.538.7381
EL DORADO	530.621.6119	530.621.5520
PLACER	530.889.7119	530.88.9.7372
SACRAMENTO	916.875.5881	916.875.6603
SAN JOAQUIN	209.468.3411	209.468.3300
SOLANO	707.421.6629	707.421.7465
SUTTER	530.822.7215	530.822.7500
YOLO	530.666.8645	530.666.8140
YUBA	530.741.6366	530.741.6484

**GEORGE WEBB TERMITE CONTROL INC.**

PAGE 5 OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

BUILDING NO.	STREET	CITY	ZIP
1431	Vermont St	Gridley	95948
DATE OF INSPECTION		CO. REPORT NO.	
05/18/2020		#20-364	

PESTICIDE	ACTIVE INGREDIENT	Target Pest
<u>Premise 75</u>	Imidacloprid	Subterranean termites.
Copper Naphthanate	Copper Naphthanate	Wood destroying fungus.
Intruder	Cyfluthrin	Drywood termites
Vikane	Sulfuryl Flouride	Drywood termites and beetles.
Tim-Bor	Disodium Octaborate Tetrahydrate	Wood destroying fungus.
<u>Termidor</u>	Fipronil	Subterranean termites.
Taurus	Fipronil	Subterranean termites.
XT-2000 Orange Oil Plus	d-Limone	Drywood Termites & beetles.

***NOTICE FOR FUMIGATIONS***

“The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept George Webb Termite Control's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, George Webb termite control will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.”

***NOTICE:***

The Structural Pest Control Board encourages competitive business practices among registered companies. Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company. Business & Professions Code 8516 (b)(13)

***RE-INSPECTIONS***

“This company will re-inspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each re-inspection. The re-inspection must be done within ten (10) working days of request. The re-inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.”

**GEORGE WEBB TERMITE CONTROL INC.**

PAGE 6 OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

BUILDING NO.	STREET	CITY	ZIP
1431	Vermont St	Gridley	95948
DATE OF INSPECTION		CO. REPORT NO.	
05/18/2020		#20-364	

***NOTICE TO OWNER:***

Under the **California Mechanics Lien Law**, any structural pest control company which contracts to do work for you, a contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

**SEPARATED REPORT:**

"This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection.

**Section I** contains items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation or infection.

**Section II** items are conditions deemed likely to lead to infestation but where no visible evidence of such was found.

**Further inspection** items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I or Section II."

**SECTION I FINDINGS:**

**NONE NOTED:**

**SECTION II FINDINGS:**

**NONE NOTED:**

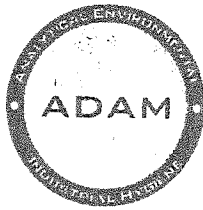
*Noted Items:*

*Residual evidence of subterranean termite infestation and cosmetic surface damage to sub-area wood components was noted. No evidence of any active subterranean termite infestation was noted at the time of this inspection. Periodic inspections are recommended. A bid for preventative chemical treatment for the control of subterranean termites would be issued upon request of any interested party.*

END OF REPORT 

*Thank you for choosing George Webb Control Inc.*

*If you have any questions or concerns, please call us at (916) 213.5638.*



**ADAMLABS, INC.**  
3807 PASADENA AVENUE, SUITE 190  
SACRAMENTO, CA 95821  
PHONE: (916) 692-8355

## Lead Report

Date: July 16, 2020

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Client: Regional Housing Authority

Site: 1431 Vermont St  
Gridley, CA

The State of California Department of Public Health Services (Cal/DPH) Title 17 CCR Division 1 Chapter 8 Article 1 Definition 35033: Surface coatings containing an amount of lead equal to, or excess of 5000 ppm by definition is "Lead Based Paint".

Note that the State of California Occupational Safety and Health (Cal/OSHA) Section 1532.1 of Title 8 CCR Appendix B Subsection (d): Objective data for surface materials greater than 600 ppm of Lead can potentially give airborne Lead concentration levels above the action level ( $30\mu\text{g}/\text{M}^3$ ).

Therefore, proper training and worker protection is required and must be implemented by the Abatement Contractor in accordance with State and Federal Law (OSHA) of Lead concentration levels at  $\leq 600$  ppm.

Because the results indicate levels of lead are below 5000 ppm, according to Cal/DHS is not "lead based paint"; however, the tested paint contains low levels of Lead. In other words, as a precaution, worker protection and some training are still implemented when handling, removing, and/or disposing of painted items. Work must be performed in accordance with Cal/OSHA, and Federal Regulations (CCR & CFR) by workers trained (in Lead work yearly 8 hours Lead Awareness class). Workers are not required to have Cal/DPH Certification for working with levels of lead below 5000 ppm.



Environmental Hazards Services, L.L.C.  
7469 Whitepine Rd  
Richmond, VA 23237  
Telephone: 800.347.4010

## Lead Paint Chip Analysis Report

**Report Number:** 20-07-02145

**Client:** Adam Labs Inc.  
3807 Pasadena Ave. #190  
Sacramento, CA 95821

**Received Date:** 07/16/2020  
**Analyzed Date:** 07/16/2020  
**Reported Date:** 07/16/2020

**Project/Test Address:** 1431 Vermont St; Gridley, CA  
**Collection Date:** 07/15/2020

**Client Number:**  
05-5658

## Laboratory Results

**Fax Number:**  
916-979-9251

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
20-07-02145-001	1	EXTERIOR EAVE	<110	<0.011	L03
20-07-02145-002	2	EXTERIOR FACIA	<200	<0.020	L03
20-07-02145-003	3	BATHROOM EAST WALL	<47	<0.0047	
20-07-02145-004	4	BATHROOM DOOR JAMB	630	0.063	L03

Site observations indicate that a large majority of the paint in the areas tested are NOT in a damaged condition, and/or loose and flakey. Based on visual observations and sample results, the exterior eave paint is the same as the exterior wall paint. In addition, the exterior fascia paint is the same as the exterior trim paint. Minor loose and flakey areas were isolated to a small spot (<1%) of the inspected painted surface areas. \*

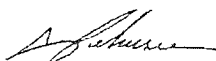
The proposed work activities involve preparing surfaces to be re-painted. When removing paint containing 5000 ppm of lead, the following worker precautions should be implemented:

1. Worker must have 8 hours of "Lead Awareness training" within 12 months.
2. Use respirators with NIOSH approved HEPA filters.
3. Use Disposable clothing with head and foot covering.
4. 6 mil poly sheeting and/or drop cloth placed bellow work activities extending 8 feet out.
5. Lead Hazard Barrier tape at perimeter of work area approx 15 feet out.
6. Clean the work area by use of a vacuuming equipped with a HEPA filter.
7. After completion, a final clearance / inspection and testing is recommended.

Samples were collected by AdamLabs Inc. The lead sample collection at this site was a limited evaluation to determine the presence of Lead for worker protection purposes. The Lead concentrations, materials, and their location can be found on the analytical lab report.

A complete Lead Health and Safety Plan can be provided by request, if so please contact us at the number provided in the letterhead.

Sincerely,



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Adam Jahnsen, State of California Department of Public Health #5824  
This document is filed under lab identification number 20PBR305



## AdamLabs, Inc.

3807 Pasadena Avenue, Suite 190

Sacramento, CA 95821

Phone: (916) 692-8355

info@adamlabs.com

### **Asbestos Report**

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**Date:** July 17, 2020

**Client:** Regional Housing Authority

**Site:** 1431 Vermont Street  
Gridley, CA

The site above contains ACM (Asbestos Containing Material). Handling, removing, or disposing of ACM must be performed in accordance with State and Federal Regulations (CCR & CFR) by a Licensed Asbestos Abatement Contractor.

Results indicate that the asbestos concentration of composite wallboard is less than one percent (<1%) and is not regulated waste according to EPA. However, OSHA requires that levels down to a tenth of percent (0.1%) of ACM can be removed only by a DOSH Licensed Asbestos Abatement Contractor with trained personnel holding valid asbestos worker certification, and proper PPE (Personal Protection Equipment). Work must be in accordance with State and Federal Law (Cal/OSHA and EPA). All other building material containing asbestos greater than one percent (>1%) is regulated waste according to Environmental Protection Agency. Below are approximate quantities of >1% asbestos containing material found on site:

- Friable (NESHAP RACM) Asbestos Containing **floor felt backing**:  
Approx. 54 Ft<sup>2</sup>
- Non-friable (NESHAP Category I ) Asbestos Containing **roof mastic**: Approx. 4 Ft<sup>2</sup>

The samples were collected by a State OSHA Certified "Site Surveillance Technician" and/or "Asbestos Consultant" under Adam Laboratories Inc (in accordance with Rule 902 Section 401.3). The location of ACM, quantity, percent, friability, type of asbestos, and date sampled can be found on the attached analytical lab report.



An Asbestos Abatement Plan can be provided by request, if so please contact us at the number provided in the letterhead.

Approved by,

A handwritten signature in black ink, appearing to read 'Adam Jahnsen', written in a cursive style.

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Adam Jahnsen, Certified Asbestos Consultant (DOSH #00-2813)

This document is filed under Lab Identification Number 20AB305



**AdamLabs Inc.**

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AIHA Laboratory #163722

Lab #: 20AB305  
Date Sampled: 7/15/2020  
Date Analyzed: 7/15/2020  
Sampled By: Adam Jahnsen  
Analyzed By: Adam Jahnsen

**Assessment and Analysis of Bulk Asbestos by Polarized Light Microscopy (PLM) EPA 600/M4 Method**

CLIENT: Regional Housing Authority

SITE: 1431 Vermont Street  
Gridley, CA  
Braden Meyers

CLAIM# n/a

No.	LAYERS	AREA FT <sup>2</sup>	LOCATION	DESCRIPTION	I.D.	RACM	RESULT
1	2	*	Bath East Wall	texture coat w/paint	Cellulose Fibers		NAD
2	5	*	Bath South Wall	joint compound/sheetrock	Chrysotile - <1%		Trace Asbestos (as composite)
3	1	*	Exterior Roof	asphalt shingle	Glass and Cellulose Fibers		NAD
4	1	*	Exterior Roof	felt	Cellulose Fibers		NAD
5	1	*	HVAC Penetration	mastic	Chrysotile - 15%		Non-Friable Asbestos
6	1	*	Exl Roof North overhang	rollout asphalt felt	Synthetic and Cellulose Fibers		NAD
7	2	*	Bathroom Floor	linoleum w/felt and glue	Chrysotile - 50% in felt	x	Friable Asbestos
8	1	*	black felt	black felt	Cellulose Fibers		NAD
9	1		attic	insulation	Cellulose Fibers		NAD

**LEGEND**

NAD = Non Asbestos Detected. DL = detection limit: <1% asbestos (trace). I.D. = fiber identification and/or asbestos type - percent.

Friable Asbestos = NESHAP RACM (Regulated Asbestos Containing Material): can be crumbled, pulverized or reduced to powder by hand pressure.

Non-friable Asbestos = NESHAP Category I material (resilient floor covering, vinyl floor tile, asphalt roofing products, packings and gaskets that cannot be rendered airborne by hand pressure) and/or NESHAP Category II material (all other non-friable asbestos containing material). Note that because of age or treatment, Category I and Category II materials, can be, and/or have the potential to become RACM.

RACM = NESHAP Regulated Asbestos Containing Material is all Friable ACM (>1% asbestos), including some conditions of Non-friable Category I & II ACM. NESHAP = US EPA National Emissions Standards for Hazardous Air Pollutants

APPROVED BY:

Adam Jahnsen  
Certified Asbestos Consultant  
CAL/OSHA: 08-4441

Analytical results represent the analysis of samples collected by AdamLabs, INC. This report is generated at the request and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies will not be released to a third party without written request from the client. Sample(s) will be retained for a period of twelve months for possible future analytical verification, after which, the sample(s) will be disposed of according to all state and federal guidelines. AdamLabs, Inc. is a participant in the BAPAT (Bulk Asbestos Proficiency Analytical Testing) quality assurance program by AIHA (American Industrial Hygiene Association).

## **WORK WRITE-UP CONDITIONS**

This Work Write-Up is based on the Program Property Rehabilitation Standards, Standard Specifications and Rehabilitation as specified by the property owner(s) hereof:

All construction work shall be performed according to the Uniform Building, Plumbing, and Mechanical Codes, the Zoning and Electrical Codes, and all applicable requirements. Where applicable, work shall be in accordance with the lead base paint warning regulation and the cost effective energy conservation standards.

1. All construction work shall be inspected and approved by the Department of Building and Safety Inspectors, property owner(s) and the program Rehabilitation Specialist.
2. The awarded Contractor shall be responsible for completion of each item specified in this Work Write-Up. Any changes shall be authorized only by the initiation and execution by the owner(s) and Contractor on a formal Change Order, which must be approved by the lending organization.
3. The Contractor shall verify, on job site, all quantities, measurements or the dimensions, conditions, plans and working drawings before submitting this bid. There will be no Change Order to prices based on mistaken quantity count, measurements or dimensions.
4. The Contractor shall immediately notify (verbally and in writing) the Rehabilitation Specialist of any discrepancies on the plans, working drawings, Work Write-Up, and the measurements or dimensions. The Contractor shall be held responsible for all such verifications..
5. The Contractor shall provide and install all necessary bracing to support and maintain the existing construction in a safe and undamaged condition throughout all phases of demolition, construction and/or reconstruction.
6. The Contractor shall take any and all precautions necessary to ensure that fixtures and materials, which are temporarily removed during any phase of construction, are protected from damages, vandalism and/or theft. Damage to property caused by the Contractor shall be repaired or replaced by the Contractor at his/her own expense.
7. There have been no soil tests taken on this site and therefore, the lending agency is not warranting or guaranteeing any responsibility regarding the bearing capacity of the soil and whether or not it is sufficient to support the structure and design.
8. The Contractor shall be fully responsible for obtaining all necessary permits and licenses as required by the Department of Building and Safety of the City/County.
9. Color(s), type, model, style, finish and manufacturer of all fixtures, appliances, hardware, and all other products used in the rehabilitation work shall be approved and/or selected by the property owner(s), and shall be standard in nature unless the owner(s) requests custom items at the time the Contractor prepares and submits his/her bid.

10. The discarded floor covering, old doors, lumber, plumbing fixtures, roofing, debris and other construction debris shall be removed from the job site daily by the Contractor. The property shall be left in a clean and safe condition at the completion of the job by the Contractor.
11. No work shall commence until a Notice to Proceed is executed.
12. All work completed on the job site to be per manufacturer's specifications and Standard Trade Practice.
13. All interior closets and storage areas shall be painted with interior painting unless otherwise noted. If plans are required for the project, Contractor shall furnish all required plans and engineering not furnished by the owner(s).
14. All plumbing fixtures shall comply with all water saving codes.
15. Whenever painted surfaces are disturbed, the Contractor shall comply with all Federal, State and local laws pertaining to Lead Based Paint Construction Work.
16. No work shall be commenced until a written Notice to Proceed order is executed.
17. Lead based paint is prohibited.
18. Special attention shall be given to the incorporation of cost effective energy standards pursuant to Title 24.
19. Contractor must file the Notice of Completion in the applicable county. Retention will be held 35 days after proof that the Notice of Completion has been filed.

I, \_\_\_\_\_ with \_\_\_\_\_ have  
(Contractor) (Company)  
reviewed and do hereby accept the aforementioned conditions to the Work Write-Up for  
the above-named property.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT B

### STANDARD CONTRACT LANGUAGE ALL CONTRACTS AND SUBCONTRACTS (Equal Opportunity Language)

1. The Civil Rights, HCD, Age Discrimination, and Rehabilitation Acts Assurance: During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or subjected to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974 as amended, the Age Discrimination Act of 1975, Rehabilitation Act of 1973 and the Federal Americans with Disability Act, and all implementing in regulations.
2. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
  - a. The work to be performed under this Contract is on a project assisted basis under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part, by persons residing in the area of the project.
  - b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contact or understanding, if any, a notice advertising the said labor organization or worker's representative of his/her commitments under Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
3. State Nondiscrimination Clause:
  - a. During the performance of this Contract, Contractor and its sub-contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and

applicants for employment are free of such discrimination. Contractors and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 13900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as is set forth in full. Contractor and its sub-contractors shall be given written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 4. The Contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

## **EXHIBIT C**

### **GRADES AND STANDARDS**

#### **NOTE ABOUT QUALITY OF WORK**

All work done under this Contract that is defective in its construction or deficient in any of the requirements of these specifications, shall be remedied or replaced by the Contractor in a manner acceptable to the Regional Housing Authority and industry standards. All work shall be performed in accordance with good craftsmanship requirements.

Unless otherwise noted on the Work Write-Up, the following minimum standards shall apply for work outlined on the Work Write-Up:

#### **FOUNDATION**

Footing excavation: For single-story dwelling, 12 inches into undisturbed soil and 12 inches wide. For two-story dwelling, 15 inches wide and 18 inches into undisturbed soil. Bottom and sidewall must be square and clean.

Steel: Single story, two horizontal ½ inch bars of steel, one in footing and one in foundation wall running continuous around perimeter of foundation. All splices shall lap a minimum of 20 inches.

For walls exceeding 30 inches high, one horizontal bar for each additional 12 inches in height or portion thereof. For walls 36 inches in height, provide vertical bars 26 inches o.c. All steel in foundation wall must be approximately centered.

Minimum foundation height must be 6 inches above outside finished grade level. Minimum clearance under floor joist is 18 inches. Minimum width of foundation walls is 6 inches for one-story, 8 inches for two-story. ½ inches x 10 inches anchor bolts shall be installed with a minimum 7 inches embedment at 6 feet o.c. Provide one bolt within 12 inches of the end of

each plate member. Use of shot-in nails is acceptable for interior walls and as supplement to foundation bolts at splices.

2 inches x 4 inches or 2 inches x 6 inches redwood sill, clearly stamped foundation grade, or approved pressure treated wood may be used.

When using 4 inch x 6 inch girders, @48 inches o.c. maximum span on concrete piers shall be 6 feet. All bearing walls supporting a second floor must rest on continuous footing as per UBC 2907.

### CONCRETE SLABS, DRIVEWAYS AND WALKWAYS

Grade to levels; eliminate soft spots. Provide base course of gravel or sand nominal 4 inches thick. Compact thoroughly; being to true and even grade. Set forms true and to grade. Sprinkle forms with water just before pouring concrete. If exposed to sun, wet prior to pouring to prevent warping. Match existing abutting concrete slab minimum ½ inches lower levels.

House Slab: Rock, rebar, Wire mesh, smooth finish, anchor bolts, 5 sacks and visqueen.

Driveways & Walkways: Broom finish, wire mesh, sand/rock and 5 sack.

Patios: 4 sacks, no wire mesh and broom finish.

Garage: Smooth and 5 sack at garage exterior slab to be 1 inch lower than garage floor. No reinforcing is to be closer than 1 inch from the surface of the concrete or 2 inches from bottom. Install expansion joints with approved materials at maximum of 20 feet intervals or provide for expansion by any other approved method.

Expansive Soil: Use rebar in slab, saturate soil footings, and footing to be 18 inches deep. Sand/gravel under garage and driveway. Hairline cracks are O.K., others to be replaced.

"Concrete" Contractor is responsible to assure proper compaction over filled in trenches.

Provide uniform concrete, free from gravel pockets. Fill form completely. Use platform or screen compactors to obtain satisfactory top surfaces. When pour is not monolithic, stop at expansion joints only. Screen to true levels or slopes; remove any surface water and dirt. Bring sufficient motor to top for finish. Finish monolithically, without stopping. Float with wood or carpet float; leave slightly roughened surface or non-slip as directed. Round edges to ¼ inch radius. Slope to drain. Remove and replace slabs that show excessive shrinkage and cracks, or that do not drain properly.

Protect fresh concrete from direct rays of sun, drying winds, and wash by rain until thoroughly hardened. Concrete drives shall be normal 4 inches in thickness unless otherwise specified. Remove all below grade forms. After forms are removed, back fill to edge of concrete and grade away, as per Section 2905(f). Remove all debris, forms, etc., leaving area clean and ready for use.

### CARPENTRY

Rough carpentry materials shall conform to the following requirements:

Rough Lumber: All new lumber to be West Coast Douglas Fir, #2 and better. For joists and rafters, stud grade or better for wall studs.

Material to be Treated: All rough and framing lumber in contact with concrete must be redwood foundation grade or better or approved pressure treated lumber. No used lumber may be used.

Nailing/Fastening: Shall conform to UBC 1991, Table No. 25-Q. All exposed exterior wood will be nailed with galvanized zinc coated, aluminum or any other rust resistant metal; ferrous nails set and puttied may be used.

Framing: Carefully lay out, cut, fit and erect all framing. Secure as required. Frame for the installation and support of plumbing work. Install all work to true lines and dimensions, plumb, level and nail as per table 25-Q Uniform Building Code,\.

Wall and Partition Framing Studs: To be nominal 2 inches x 4 inches spaced 16 inches on center, unless otherwise noted. Place studs to provide edge nailing for surfacing materials. Double studs at all openings, corners and intersections. Provide 1 inch x 4 inches let-in-braces where possible or other acceptable bracing as per Section 2517 (g) 3 of Uniform Building Code.

Plates: Provide single plates at floors and double plates at ceiling. Splice single plates; stagger ends of double plates. All intersecting ceiling plates must be properly tied.

Anchors for Stud Partitions Abutting Concrete: Use approved expansion bolts or power driven fasteners installed per manufacturer's installation instructions.

Fire and Draft Stops: Install required Fire and Draft stops as per Section 2516 (f), 3205 (b), and 3707 (m) of Uniform Building Code.

Blocking and Backing: Shall be furnished and installed where required for reception of wallboard, formation or architectural features, concealment of pipes, conduits, ducts, building specialties and other features. Contractor shall consult with the trades concerned and set furring and blocking they require.

Gypsum Wallboard: Sheetrock when installed shall be a minimum of ½ inches thick in the interior and 5/8 inches on all firewalls. Interior joints and corners must be taped, topped and sanded smooth. All drywall or sheetrock cased openings and outside wall corners shall receive metal corners. Firewall joints must be taped. A high quality taping compound shall be used. All work shall be in conformance with manufacturer's printed directions. All sheetrock used in bathtub or shower walls must be moisture resistant.

## CARPENTRY FINISH

Finish Carpentry: Exposed surfaces: To be free from tool marks, tom grain, cross sanding or workmanship defects that cannot be concealed by specified painter's finish.

Install finished or re-used hardware necessary to complete job and adjust all movable parts to operate properly.

## CABINETS



Whenever existing cabinetry is removed to reveal damaged walls, walls shall be repaired before new cabinets are set in place.

Kitchen Cabinets: Replaced kitchen cabinets shall be constructed as follows: (1) face frame shall be minimum  $\frac{3}{4}$  inches x 1  $\frac{1}{2}$  inches solid birch, ash or oak. All cabinets to have backs; doors, sides and drawer fronts shall be  $\frac{3}{4}$  inch plywood with hardwood veneer overlay. Shelves shall be  $\frac{3}{4}$ " particle board or melamine.

Plans to be attached to the Work Write-Up. Cabinets to include hardware and felt bumpers for doors. Use side mount drawer guides on drawers toe kicks to match cabinet face.

Counter Tops: Counter tops shall be Formica or equal laminated plastic with 1  $\frac{1}{2}$  inch minimum Formica or self-edged. Backsplash shall be 3  $\frac{1}{2}$  inches to 4 inches coved Formica or equal laminated to  $\frac{3}{4}$  inch plywood or suitable material with rolled edges and to include end caps. The Owner has the right to select pattern and colors.

Kitchen Range: Ranges to be white or almond, 30 inch, drop-in, of good quality. Range hood, if required, shall be 30 inches. Ranges and hoods to be free of defects and damage to exterior including scratches, dings, etc.

Installation: Do not install mill work until wet operations are completed, concrete, masonry and plaster work has dried, and rooms are broom clean.

Trim members – Install level, plumb, true; accurately scribe members in place; standing trim in single or joined lengths, running trim in pieces as long as practicable. Bevel butt joints together, miter all angles; set exposed nails for putty.

Base and Wall Cabinet Installation – Set cabinets straight, plumb and level. Securely fasten to solid material, not to plaster, lath or wallboard. Install wall cabinets equal to installation specified for base cabinets. Use scribe strips where necessary to affect closure between cabinets and walls or ceilings. Adjust hardware for smooth easy operation.

Sinks – Install sinks in counter tops, as per the Work Write-Up. Provide pads for pressed steel and stainless steel sinks. Set sink frames in continuous beds of approved waterproof sealant.

## DOORS

1  $\frac{3}{4}$  inch maximum thickness for exterior openings and 1  $\frac{3}{8}$  inch maximum thickness for interior openings. Interior doors can be hollow core, flush. Exterior doors shall be solid core and include weather-stripping (foam weather-stripping not acceptable) and threshold and passage lock and dead bolt lock. All doors shall be sealed and stained with varnish or painted. Front door minimum 3 feet x 6 feet 8 inches, other minimum 2 feet 8 inches x 6 feet 8 inches.

Aluminum screen doors shall be as specified in Work Write-Up.

Exterior or garage utility closet and water closet doors may be  $\frac{3}{4}$  inch A.C.X. fir plywood, primed and painted.

Hardware: Existing hardware shall be put in operable condition or new hardware will be supplied.

Interior doors shall be installed with two butt hinges 3 ½ inches x 3 ½ inches and passage lock sets.

Bathroom or toilet compartment doors shall be provided with "privacy lock" sets. Closet doors shall be provided with "passage lock" sets.

All exterior doors shall be hung on three 4 inch x 4 inch butt hinges and shall be provided with a dead bolt lock set. Storm or screen doors shall have a safety door check.

#### WEATHER-STRIPPING

All exterior doors shall be provided with rigid aluminum strip with neoprene type weather-stripping fastened to sides and head jambs. Foam type weather-stripping shall not be acceptable.

All exterior doors shall be provided aluminum threshold with rubber attached to the drip cap at bottom edge of door.

Aluminum thresholds with rubber exposed to foot traffic shall not be acceptable.

#### WINDOWS

Window frames, sills, sashes, trim and hardware shall match existing work in design and dimension unless otherwise specified. All window replacements to include related refinishing and repairing of exterior and interior wall surface and structure of surrounding area to match existing finishes.

Where sash counter balances are to be replaced, friction guides are acceptable as substitutes. Cotton cord replacement is acceptable.

Positive locking devices shall be provided on all windows that are accessible from the exterior and all existing interior finish hardware shall be made operative or replaced.

Wood window units shall be double-hung units with screen, fit and hung. See Work Write-Up for size and number of lights. (White Pine jamb, sill and casing, spring balanced and weather-stripped).

Glass: Prime all wood sash before the placing of putty.

Putty shall consist of pure linseed oil, pure whiting and lead free. (Natural color or standard grade commercial putty).

Glass shall be bedded in putty and secured in place with glazier points and face puttied. All excess putty shall be removed and all glass left clean.

#### CAULKING

Caulk around all door and window frames, window panes or other locations where called for or needed to make a water-tight job.

Material and Application: Use standard commercial brands of caulking compound delivered to the job in unopened packages and applied in exact accordance with the manufacturer's directions. Gun application for gun grade or knife application for knife grade.

## DEMOLITION

Demolition of all parts to be removed shall be done in a safe, orderly fashion taking care to avoid damage to parts that are to be left in place. Any damage resulting from the work shall be replaced or repaired at no additional cost to the Owner. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate.

## ELECTRICAL

Electrical shall conform to the City/County and National Electric Codes. Service must be grounded as per National Electric Code.

Existing Equipment: Existing materials found to be in good condition and complying with Code may be left in service.

Wiring: Wiring shall be as follows:

Exposed branch circuits shall be installed in approved surface raceway.\*

Service and feeders – Type RH/RW rigid galvanized conduit.\*

\* In all cases, as required by the City/County and Local Code.

Wiring shall be run concealed wherever possible. Where wiring must be run exposed, it shall be run in EMT firmly fastened to ceilings or walls with approved fasteners.

Minimum wire size shall be No. 12 AWG for appliance circuits.

Minimum wire size shall be No. 6 AWG for feeders to panels, but in no case smaller than the service entrance conductors.

UL approved grounded type receptacles shall be used.

### Wiring Devices:

Single pole room lighting switches shall be any brand that is approved by UL. Three-way and four-way switches shall be any brand that is UL approved.

Kitchen must have 2 – 20 amp circuit outlets. All receptacles within 6 feet of sink must be GFI protected. There shall be a receptacle for every 4 feet of counter and every counter over 12 inches.

Wall receptacles shall be required a minimum of every 12 linear feet of wall and any wall two feet wide or greater in habitable rooms. National Electric Code Article 210-52(A).

A minimum service of 100 amps shall be provided for each habitable structure of 500 square feet or more.

Any appliance over 10 amps must have a separate circuit.

Washer shall have separate 20 amp circuit.

Dryer shall have separate 30 amp circuit.

Disposal and/or dishwasher to have separate 20 amp circuit.

Outlets to garages, bathrooms, kitchen countertop areas and at exterior structures shall have ground fault protection.

Lighting Fixtures: The Contractor shall provide all reasonable and appropriate lighting fixtures complete with lamps, glassware, mounting hardware, frames and trim, stems, ballasts, sockets, etc., to provide complete operating fixture at each location as called for in the Work Write-Up.

Furnace Connection: Electrical connections required for the heating plant are to be made by the Contractor and included in the heating contract.

Cutting, Fitting and Patching: All cutting of walls, floors, ceilings, partitions, etc., for the passage of electrical work and the closing of superfluous openings around the same in connection with the work under this item including the removal of all debris caused thereby, shall be performed by the Contractor performing the electrical work.

NOTE: All electrical work and materials shall conform to the current Edition of the National Electrical Code, except where exceeded by these Grades and Standards.

## PAINTING

Paint Materials: All paint to be well-known manufacturer of high quality paint.

NO LEAD BASE PAINT TO BE USED.

No paint, varnish or stain shall be reduced or applied in any way except as recommended by the manufacturer.

Owner will have choice of color and type of finish (i.e. flat, semi-gloss or gloss).

Condition and Preparation of Interior Surfaces: Contractor shall examine all surfaces carefully to be finished under this Contract and before beginning any work and he/she shall see that all work of other trades have been left or installed in workmanship condition to receive paint or stain. All woodwork to receive paint or stain is to be thoroughly sanded and dusted clean; collected dust is to be removed before preliminary paint work is begun. All drywall joints are to be taped and finished in a workman-like manner.

Walls that have been previously painted shall be thoroughly cleaned of all foreign materials. Any surface painted over that has not been properly prepared shall be required to be cleaned and over a properly prepared surface be repainted, at no additional cost to the Owner. Woodwork and existing walls with mildew, stains, etc., shall have all knot holes, pitch pockets or sappy portions shellacked before preliminary painting. Nail holes, cracks or other defects to be

carefully puttied. New wood shall receive prime coat before painting. All doors to be finished shall have edges finished to match exposed face. Tops and bottoms of exterior doors shall be effectively sealed against moisture. All electrical fixtures, cover plates, door hardware, knobs, drawer pulls, etc., to be removed. Any such items painted over to be replaced at Contractor's expense.

Workmanship: Each coat of paint shall be applied at proper consistency as recommended by the manufacturer, free of brush marks, sags, runs, etc., with no evidence of poor workmanship. Care shall be exercised to avoid lapping of paint on glass or hardware. Paint sharply cut to lines. Finished paint surface to be free from defects or blemishes. All exposed nails shall be set and holes filled.

Finished work is to be adequately covered with a uniform color and finish. The number of coats herein specified being a minimum. Contractor shall provide any additional coats to produce a first-class job.

Defective Work: Any defective work shall be the responsibility of the Contractor and shall be corrected at no additional cost to the Owner.

#### Exterior Surface Preparation:

**New Wood** – Contractor to inspect all wood surfaces to be painted to see that all other trades have made proper and complete installation. All knots, pitch pockets or sappy portions to be shellacked or sealed with knot sealer. All exposed nails to be set. Fill all imperfections and sand smooth. All dust to be collected and removed from job. Wood to receive a prime coat before painting, if the wood has not been pre-primed prior to rehabilitation.

**Repainted Wood** – By scraping, sanding, burning or other method, remove all defective material such as peeling, blistered, scaling paint. Remove and replace defective siding or other inadequate material to be painted. Fill in imperfections. A surface conditioner to be applied to all weathered or bare wood before any paint is applied.

All edges of exterior doors to be finished to match face exposed at same time as door. Top and bottom of doors shall be effectively sealed against moisture.

**Stucco or Block** – By scraping, wire brushing, sandblasting or other method, remove all defective material. Before painting, scrub building down with water and brush to remove dust or other materials. Clean all cracks, chipped corners, etc., and fill with proper materials.

**Trim** – Trim to include all wood molding around doors, windows and/or other openings. Overhang (eaves), fascia, window shutter, window boxes or other exterior decorative adornment.

NOTE: Painting of trim includes all wooden window frames, reglazing as necessary, cleaning of glass and freeing windows of all paint.

Spray Painting: All surfaces not to receive paint or finish surfaces shall be protected from over-spray. All over-spray on other surfaces to be cleaned and completely removed. Paint to be thinned or reduced per manufacturer's recommendations. All roof area to be protected from over-spray.

Metal Surfaces: All metal surfaces to have all foreign material completely removed, i.e. oil, rust, scaling paint, etc. After proper preparation, all surfaces to be primed before painting.

On properly prepared surface, apply sufficient paint to insure complete coverage. Any indication of defective surface preparation will be cause for re-preparation and re-painting at no extra cost to Owner.

Clean Up: Protective covering or drop cloths to be used to protect floors, fixtures and equipment. Care exercising to prevent paint being splattered onto surfaces that are not to be painted. Surfaces from which such paint cannot satisfactorily be removed shall be painted or re-painted as required to produce a finish satisfactory to Owner.

All debris related to or created by painting shall be removed from the job site and the job site left clean and ready for use. All windows to be free of paint and operating properly.

All shrubs/landscaping shall be protected in an approved manner.

## HEATING

All heating units to be installed according to manufacturer's specifications. Fuel furnaces and water heaters to include new flue, vent connector, roof jack and cap, gas connector and shut-off valve.

Furnace heating units shall be according to the Work Write-Up for size.

Central Heating Plant System, existing and to remain, shall be thoroughly cleaned and all worn or damaged parts, fittings and accessories replaced. The entire system shall be tested and left in perfect working condition including thermostat, wiring and all necessary controls.

Shop drawings, showing the proposed heating system including size and location of all heating units, duct sizes, capacity and controls, shall be submitted by the heating contractor and approved by the inspector before proceeding with the work.

## PLUMBING

This specification covers the furnishing of all labor, materials, tools and apparatus necessary for the completion of the required plumbing work and fixture installations. The Contractor is to fully cooperate with all other crafts and sub-contractors and be responsible for any delays that might be caused by negligence or failure to cooperate with others. Contractor is to specify type, size, color and manufacturer of each fixture to be provided in each bid, i.e., pressed steel or cast iron tub/sink.

Water heater to include new temperature pressure relief valve and drain line, installed to Code. All work covered by PG&E will not be included in the Contract. Water heater to comply with seismic zone 3 tie down requirements.

General: No plumbing fixtures, device or construction shall be installed that will provide a cross connection of any sort between a potable water supply intended for drinking and a polluted water supply, waste pipe or drainage.

All design, construction and workmanship shall be in conformity with accepted engineering practices and shall be of such character as to secure the results sought to be obtained by this guide and specifications.

Any drainage or plumbing system, building sewer or part thereof that is installed, altered or repaired if covered or concealed before being inspected, tested and approved shall be uncovered for inspection upon notice to uncover.

Venting system to conform to Chapter 5 of the Uniform Plumbing Code. Each vent pipe or stack shall extend through its flashing and shall terminate vertically a minimum of 6 inches above roof and not less than 12 inches from any vertical surface.

Materials: All materials used in any drainage or plumbing system shall meet or exceed minimum requirements set forth by the Uniform Plumbing Code. All material to be new and undamaged. Any defective material shall be replaced at no additional cost to Owner.

Gas pipe placed in earth or within 6 inches of earth shall be protected from corrosion by approved coatings or wrapping materials. Wrapping shall be machine applied and conform to recognized standard, except for short sections and fittings necessarily stripped for threading that may be field wrapped within 40 mil. tape.

Non-metallic gas installed underground shall be installed with and attached to a number 18 copper tracer wire, wire to terminate above grade at each end. For additional information on gas piping, see Chapter 12, Uniform Plumbing Code.

Sewer Line: Within practical alignment and at uniform slope of  $\frac{1}{4}$  inch to the foot fall from dwelling to property line, install an ABS Schedule 40 plastic sewer line. Where  $\frac{1}{4}$  inch to foot slope is not possible, Contractor shall obtain prior approval of rehab inspector.

A clean-out is to be placed within 2 feet of the dwelling and at each change of direction in excess of 135 degrees and at each 100 feet. Clean-outs shall be installed so that they open in the direction of the flow. Clean-outs are to be extended to grade.

Sewer line piping shall be laid on a firm bed throughout its entire length and backfilled with sand or fine earth, where soil has materials (rocks) presuming a hazard to pipes. Throughout the full length trench to be flooded and tamped. Any surplus dirt to be either removed from property or spread as Owner directs. An excess of setting within a 6 month period shall be refilled at Contractor's expense.

Water Line: Installation of new water line from property line to dwelling: pipe may be galvanized, wrapped, copper, or SCH 40 PVC. All joints on metal pipe to be wrapped with a 20 mil. plastic tape. Water line may be installed in same trench with sewer line if the following conditions are met:

- (1) The bottom of the water piping at all points shall be at least twelve (12) inches above the top of the sewer pipe.
- (2) The water piping shall rest on a solid shelf at one side of common trench.
- (3) A new 8 foot driver ground rod is installed for electrical grounding in addition to grounding of cold water line.

## ROOFING

Roofing to be applied as specified. Roofing shall be class "C" or better. Follow standard specifications and methods of the roofing manufacturer for application.

Gutters – Downspouts and Connections: Use 26 gauge galvanized metal or factory finished aluminum. Shape, size and length of gutter and downspout as specified in Description of Work to Be Preformed. Downspouts to empty on splash blocks 12 inches x18 inches x 3 inches or dry well or to curb as specified. Gutters to be connected or tied to roof every 4 feet. Downspouts to be fastened to wall with metal fastenings at top and bottom. All joints in gutters to be soldered or caulked to make water tight.

Roofing Sheet Metal: Provide proper metal edge strips, flashing and gravel stop. All metal valleys to be #26 gauge galvanized iron. Joints and seams will be neatly formed and finished; make exterior work permanently water tight. Where necessary to expose nailing, use large headed galvanized nails.

Flashing: Turn up vertical flashing minimum of 8 inches and carry flashing or bases under roofing a minimum of 6 inches. Conceal fastening wherever practicable.

All shingled roofs shall have #26 gauge metal flashing for each course of shingles at juncture of roof and vertical surfaces. Flashing shall be secured against solid blocking.

Built-up Roof – Any roof having two roofing layers shall be stripped to its original sheathing before an additional layer can be installed. Remove any defective sheathing and replace. Remove any protruding nails and re-nail as necessary. Install new reglets at walls and parapets receiving metal counter-flashing. Material minimum: base sheets consisting of two lays of 15 pound felt spot or strip mopped or nailed, using not less than one nail per each 1 1/3 square foot. Mineral aggregate surface with not less than 60 pounds of hot asphalt in which is embedded not less than 400 pounds of gravel per roofing square. Contractor shall provide Owner with roofing guarantee. Any re-roof requires an inspection by Building Inspector prior to installation of new materials.

Composition shingles to be applied only to solidly sheathed roof except when applied over existing wood shingle roof. Composition shingles to have a minimum underlayment of 15 pound felt. All valleys to have a metal flashing, or shingles laced in an approved manner with an underlayment of not less than 15 pound felt extending 28 inches from center line each way. Contractor shall provide Owner with 20-year manufacturer's warranty.

Clean-Up: Job to be left clean and debris hauled away by Contractor.

## MATERIALS LIST

Locks, Latches and Bolts: KWIKSET or equal lockset and dead bolt for exterior doors to be keyed alike, dead bolt to be keyed on exterior side only. Locks, latches and bolts to be installed with striker plates.

Paint: To be Dunne Edwards or equal.



Water Closet: Installed with seat, cover, anglestop, wax seal, supply line and flange bolts. Vitreous china American Standard or equal, 1.6 gallons per flush.

Tub: White or almond porcelain or steel, fiberglass, or American Standard or equal.

Faucets and Shower Heads: Delta or equal.

Kitchen Sink: 22 inches x 33 inches double compartment medium grade or better nickel stainless steel or porcelain on steel.

Tub/Shower Walls: One, two or three piece fiberglass.

Lavatory: Includes sink, faucet, trap, tail piece, supply lines and angle stops. Plastic supply lines are not permitted.

Vanity: Includes counter top with bowl, faucet, tail piece, trap, supply lines and angle stops. Construction same as kitchen cabinets. Cabinet to be finished with ¾ inch frame.

Floor Covering: Sheet vinyl to be non-wax resilient; shall meet or exceed FHA standards. Carpeting shall meet or exceed FHA standards. Pad shall be 3/8 inch rebound FHA minimum or better.

Water Heater: Glass lined; size to be specified in Work Write-Up. Install with venting, pressure and temperature relief valve and line to the exterior.

Wall Furnace: Installed with wall mounted thermostat and venting system.

CONTRACT SHALL PROVIDE OWNER WITH ALL MANUFACTURER'S WARRANTIES AND GUARANTEES ON ALL ITEMS INSTALLED OR REPLACED THAT ARE WARRANTED AND GUARANTEED.

## **REGIONAL HOUSING AUTHORITY CASH ALLOWANCES**

Under the Housing Rehabilitation Programs, the following items may not exceed the allowances listed. Prices listed below do not include labor:

Ranges/Stoves (drop-in)	\$600
Cook-Tops (built-in)	\$600
Ovens (built-in)	\$600
Garbage Disposal	\$110
Range Hood	\$125

Kitchen Faucet (Delta or equal)	\$100.00
Microwave Hood Combination (only when one exists)	\$400
Dishwashers (only when one exists)	\$400
Carpet per square yard (without pad)	\$21
Vinyl flooring (plank or sheet) per square yard	\$21
Bath Vanity (cabinet base and basin)	\$400
Baseboard	\$1.00 per foot
Bathroom Faucet (Delta or equal)	\$100.00

## EXHIBIT D

### GENERAL INSTRUCTIONS PRE-WORK CONFERENCE

#### TO THE CONTRACTOR:

1. Licenses: State of California requires that all contractors have a State Contractor's B-1 license, or a specialty license in good standing. No exceptions.
2. Insurance: A certificate of insurance must be submitted to Lender's Representative prior to start of work, proving coverage for public liability in the amount of \$100,000/\$300,000; property damage in the amount of \$50,000; and Workers' Compensation insurance.
3. Bids: By bid submission, Contractors acknowledge that they have inspected the site, are aware of all conditions to the Contract and applicable codes, and agree to perform all work accordingly, for the Contract sum plus any approved change orders.
4. Contract: The Contract between the Owner and the Contractor, with Lender's Representative acting in an advisory capacity to the Owner. The Work Write-Up by the Regional Housing Authority (REGIONAL HOUSING AUTHORITY) shall become attached to, and be considered a part of the Contract.
5. Financing: Funds are made available through the Housing Rehabilitation Program. The REGIONAL HOUSING AUTHORITY will act as agent for the county/city administering loans and grants for the CDBG/HOME/CALHOME/HPG funds, while monitoring projects through the course of the work, to completion.
6. Special Conditions: Most projects will be occupied during construction. Once work begins, it shall be completed without interruption. Special care shall be taken to protect subject and adjacent properties from damage and debris accumulation. Materials and

equipment that have been removed and replaced as a part of the work shall belong to the Contractor and shall be removed from the premises prior to final payment.

7. Assignment: The Contractor shall not assign or transfer any of his/her rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner.
8. Change Order: No change orders are allowable unless specifically approved in advance in writing by the Owner.
9. Additional Work: There shall be no additional work outside the Contract, until the Notice of Completion is signed except work directly connected with the project.
10. Warranties: All work shall be guaranteed by the Contractor for one (1) year from the date of signing of the Notice of Completion. Mechanical equipment, roofing materials and appliances shall carry manufacturers' warranties, delivered to the Owner.
11. Notice to Proceed: Contractor shall not start work until receipt of Notice to Proceed. Contractor will cooperate with Owner by informing him/her of the work schedule and any changes in the scheduling during the course of the work.
12. Payment: See Exhibit F – 108 for method of payment of Contract price.
13. Inspection by Building Inspector: It is the Contractor's responsibility to notify Lender's Representative, the REGIONAL HOUSING AUTHORITY, when the Building Inspector is scheduled.
14. Inspection by Regional Housing Authority: The Lender's Representative, the REGIONAL HOUSING AUTHORITY construction inspector, will make regular unscheduled inspections of the work in progress.

#### **TO THE OWNER:**

1. Owner's Responsibilities: It is the Owner's responsibility to approve payment requests and Change Orders ONLY as work is completed satisfactorily and as Change Orders are approved by the Lender's Representative. If there are any questions about the quality or type of work being done on the Owner's property, it is the Owner's responsibility to call the Contractor first, and then the REGIONAL HOUSING AUTHORITY for assistance.
2. Disputes: If any dispute arises between the Owner and the Contractor or his/her workers, the Owner must first try to solve the problem. If this fails, the Owner is to call the REGIONAL HOUSING AUTHORITY immediately for assistance.
3. Inconvenience: There will be some inconvenience during construction. If the Owner feels that his/her property is not being reasonably protected, the Owner is to discuss the matter with the Contractor before calling the REGIONAL HOUSING AUTHORITY for assistance.

4. Additional Work: The REGIONAL HOUSING AUTHORITY will not authorize payment for any items negotiated outside the Contract.
5. Change Orders: Conditions requiring additional work may appear as work proceeds. If this happens, a Change Order will need to be negotiated between the Owner and the Contractor, with the approval of the REGIONAL HOUSING AUTHORITY. The REGIONAL HOUSING AUTHORITY will need to determine if funds are available.
6. Utility Services: Any existing home utility services will be available to the Contractor and workers without charge including; electrical power, gas, water and telephone (if available) for local calls ONLY. When the Contractor must disconnect or otherwise interrupt service, including plumbing fixtures to make repairs or replacements, the use of availability of such services shall not be deprived to the Owner or occupant except during normal working hours (8:00 AM to 5:00 PM).

## EXHIBIT E

### INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance for all employees at the site of the project; and in case any work is sublet, the Contractor shall require all sub-contractors similarly to provide Workers' Compensation Insurance for all of the sub-contractors' employees.
2. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract, such public liability and property damage insurance as shall protect him/her and any sub-contractors performing work covered by this Contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage that may arise from operation under this Contract, whether such operation be by him/herself or anyone directly employed by either of them; and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including accidental death, to any one person; and in an amount of not less than Three Hundred Thousand Dollars (\$300,000) on account of one accident.

## EXHIBIT F

### I. CONSTRUCTION CONTRACT CONDITIONS

1. Control, Supervision and Inspection by the Agency: The Regional Housing Authority (REGIONAL HOUSING AUTHORITY) will be the Lender's Representative exercising its own reasonable discretion, to deal with the Contractor and to insure the work is performed in accordance with the provisions of this Contract. Lender's Representative shall at all times have access to the work during its progress, and shall be furnished with every reasonable facility for control, supervision and inspection for ascertaining that the materials, workmanship and equipment are in accordance with the requirements and intentions of this Contract. Lender's Representative shall also be permitted at all reasonable times to inspect and review all relevant data and records of the Contractor.

The Lender's Representative shall have the authority to give such general supervision and directions as may be necessary to insure work on the project is in strict compliance with the plans and specifications. The Lender's Representative shall determine the adequacy of the Contractor's methods, plans and appurtenances and make sure directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the work. The representative may stop the work if necessary to prevent its improper execution and shall determine the amount, quality and fitness of the several kinds of work and materials used. The representative shall reject all work and materials that do not conform to requirements of the Contract. All

instructions, rulings, and decisions of the Lender's Representative shall be made promptly in writing.

2. Proposal: Proposals, in order to be entitled to consideration, must be made in accordance with the following instructions:
  - a. Before submitting a proposal, bidders shall carefully examine the description of work to be performed and all other Contract documents, visit the site, fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the Contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint him/herself with conditions there existing, shall in no way relieve any bidder from obligations with respect to his/her bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with these instructions.
  - b. Bid and proposal forms, furnished by Lender's Representative shall be properly executed and attached to and made a part of the Contract documents with all items filled in furnishing both the unit and the total costs for each item called for in the Work Write-Up. The signature of all persons signing shall be in long hand and in ink.
3. Withdrawal of Bid: Any bidder may withdraw his/her proposal, either personally or by telegraphic or written request, at any time prior to the scheduled opening time of the proposals.
4. Full Compensation of Worked Performed: The Contractor agrees, as full compensation for doing all the said work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of performance and completion of said work, and also as compensation for all loss or damage arising out of the nature of the work, and from action of the elements, or from any unforeseen difficulties or obstructions that may arise or be encountered during the progress of said work, and before the acceptance thereof by the Owner and County, or from his/her own negligence or carelessness, and also as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the work, to receive and accept, and the Owner agrees to pay therefore the bid price as stated on the Contract for Property Rehabilitation.
5. Notice to Proceed: Written "Notice to Proceed" with the rehabilitation work, as set forth in the accepted Bid and Proposal, will be issued to the accepted Contractor by the Owner(s) and Lender's Representative within fourteen (14) calendar days from the date of Contract award. If said notice is not received within the prescribed period of time, the Contractor has the option of withdrawing his/her bid and proposal.
6. Commencement of Work: The work that the Contractor is required to perform shall be commenced within fourteen (14) calendar days of receipt of the Notice to Proceed.
7. Time for Completion: All work the Contractor agrees to perform under this Contract shall be fully completed as specified on the Notice to Proceed or unless modified by Section I. 9., "Excusable Delays" and/or Section II. 6., "Changes in Work to be Performed".
8. Liquidated Damages: As actual damages for any unexcused delays in completion of the work that the Contractor is required to perform under this Contract are impossible to

determine, the Contractor shall be liable for and shall pay to the Owner the sum of Fifty Dollars (\$50) per day as fixed, agreed and liquidated damages for each calendar day past the stipulated "Time for Completion" date until such date that the work required under this Contract is satisfactorily completed and accepted by the Owner and Lender's Representative. The requirement of this Section may be modified by Section I. 9., "Excusable Delays" and Section II, 6., "Change in Work to be Performed".

9. Excusable Delays: The Contractor shall not be charged with liquidated damages for any delay in the completion of work due to the following:

- a. Any act of the Government; including but not limited to controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. Any acts of the Owner in violation of these conditions of terms of agreement.
- c. Causes not reasonably foreseeable by the parties to this Contract at the time of execution of the Contract that are beyond the control and without the fault and negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts or another contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and weather of unusual conditions; provided, however, that the Contractor promptly (within ten (10) calendar days) notifies the Owner and Lender's Representative (REGIONAL HOUSING AUTHORITY), in writing, of the cause of the delay. This notice shall be made as a Change Order. If the facts show delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

10. Method of Payment of Contract Price:

- a. No payment can be made for any work performed under this Contract unless and until such time as Owner and Contractor have submitted a Request for Payment to Lender's Representative (REGIONAL HOUSING AUTHORITY) and work has been inspected by the Owner, an authorized representative of Lender's Representative (REGIONAL HOUSING AUTHORITY), and the local Building Inspector and that said inspectors certified that the work has been satisfactorily completed.
- b. Any final payment due the Contractor will be paid thirty-five (35) calendar days after the Notice of Completion has been recorded at the county.
- c. When the Contract price is Two Thousand Five Hundred Dollars (\$2,500) or less, the Contractor shall receive a lump sum payment minus ten percent (10%) retention after conditions of Section I. 10. a. and b. have been fulfilled and the work has been accepted by the Owner and the Lender's Representative, including clean-up
- d. When the Contract price is between Two Thousand Five Hundred Dollars (\$2,500) and Five Thousand Dollars (\$5,000), the Contractor may receive one progress payment. Such progress payment shall not exceed eighty percent

(80%) of the value of the work satisfactorily completed and inspected up to the time of the requisition for such payment minus ten percent (10%) retention. The final payment will include any amounts remaining due under the Contract as adjusted in accordance with approved Change Orders and will be subject to withholding any amount due the Owner for "Liquidated Damages" as per Section I. 8.

- e. Contracts executed for more than Five Thousand Dollars (\$5,000): minimum draws allowed will be Five Thousand Dollars (\$5,000). A ten percent (10%) retention will be held from each draw. The procedure for the release of the retention is described under Section I. 10. b.
- 11. Preparation and Delivery of Checks: Lender's Representative upon the approval by Owner and receipt of Request for Payment, shall draw a check for the payment of completed and approved work and services. Each check shall be made payable to the Contractor, or other appropriate Payee. Lender's Representative shall transmit the endorsed check to the Contractor, or other appropriate Payee.
- 12. Interest of Lender's Representative Officers or Employees: No member of the governing body of the Lender's Representative who exercises any functions or any responsibilities in connection with rehabilitation projects shall have any interest, direct or indirect, in this Contract that is incompatible or in conflict with the discharge or fulfillment of his/her functions and responsibilities in connection with the carrying out of the project to which this Contract pertains.
- 13. Bidders Interested in More Than One Bid: No person, firm or corporation shall be allowed to make or file, or be interested in more than one bid for the same work. A person, firm or corporation who has submitted a sub-proposal to the bidder, or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
- 14. Description of Work, Special Conditions and Drawings:

The Work Write-Up and Specifications are prepared by the Lender's Representative (REGIONAL HOUSING AUTHORITY). Those documents clearly establish the nature of the work to be done, and the materials and equipment to be installed.
- 15. Interpretations and Addenda:

Should a bidder find discrepancies in, or omissions from the Work Write-Up or other Contract documents, or should he/she be in doubt as to their meaning, he/she should at once notify Lender's Representative (REGIONAL HOUSING AUTHORITY) staff, who will send written instructions to all persons receiving a set of such documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. No oral interpretations shall be made to any bidder, and Lender's Representative will not be responsible for any explanation or interpretations except those duly issued in the form of written addenda. Any addenda so issued during the time of bidding shall be covered in the bid and shall be acknowledged in the Proposal and be made a part of the Contract.



## **II. CONTRACTOR'S RESPONSIBILITIES**

1. Permits and Codes: The Contractor shall perform all work under the Contract in conformance with all applicable laws, ordinances, regulations and codes of the State, city, county and local government whether or not such applicable laws, ordinances, regulations and codes are covered by this Contract or the Attachments thereto. If any discrepancy is discovered in the Contract in relation to any such law, ordinance, regulation or code, the Contractor shall immediately notify the Owner and the Lender's Representative (REGIONAL HOUSING AUTHORITY). A non-conforming Contract will be made to conform to such laws, ordinances, regulations or codes by the use of a Change Order, as outlined in Section II. 6.; and approximate adjustments of the Contract price and completion date will be made if necessary unless waivers in writing covering the differences have been granted by proper authority. The Contractor shall obtain and pay for all permits, licenses and filing fees, as required.
2. Surplus Materials and Clean-Up of Premises: The Contractor shall keep the premises clean and orderly during the course of the work and all surplus materials delivered to the job site and all materials, fixtures and equipment removed as required by the work and no re-used materials shall remain or become the property of the Contractor and/or his/her sub-contractors, and shall be removed from the site promptly after completion, as well as all rubbish and construction debris resulting from the Contractor's operations. The Contractor shall leave the building and premises in broom-clean condition.
3. Sub-Contractors: The Contractor shall be as fully responsible to the Owner for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by them.
4. Fitting and Coordinating of the Work: The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, sub-contractors or material suppliers engaged under this Contract. He/She shall be prepared to guarantee to each of his/her sub-contractors the location and measurements they require for the fitting of their work to all surrounding work.
5. Assignment and Delegation: The Contractor shall not assign any right under this Contract or funds to be received thereunder except upon prior written authorization of the Owner and Lender's Representative (REGIONAL HOUSING AUTHORITY). Any request for assignment must be addressed to Lender's Representative for its approval before consent is given by the Owner. The Sureties must have also been given due notice of the requested assignment in writing and have consented thereto in writing. The Contractor shall not make any delegation of authority or responsibility that would in any way purport to relieve him/her of any obligation imposed by the Contract.
6. Changes in the Work to be Performed:

No Change Orders are allowable unless specifically stated in writing by the Owner and the Lender's Representative (REGIONAL HOUSING AUTHORITY).

Except for the purpose of affording temporary protection against any emergency endangering life or property, the Contractor shall make no change in the rehabilitation work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner and Lender's Representative authorizing the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

Each Change Order shall include in its final form a detailed description of the change in the order, a definite statement as to the resulting change in the Contract price and/or time of completion, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

7. Materials and Workmanship: Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work and all taxes thereon. All materials shall be new, unless otherwise specified, and of good quality and good title. All work will be done in a neat and professional manner. All workers of the Contractor and his/her sub-contractor shall be skilled in their trades.
8. General Guarantee and Material Warranties: No provisions of this Contract (including the final payment) nor the use of the improvement constructed in accordance with this Contract, shall relieve the Contractor of the responsibility for faulty materials or workmanship. Upon written notice from the REGIONAL HOUSING AUTHORITY, the Contractor shall repair or remedy any defect in materials and workmanship, and pay for any damages from such defect that may appear within a period of one year from the date of final acceptance of all work performed under this Contract.

The Contractor shall furnish the Owner, all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract. Until such time as a Notice of Completion has been signed by Lender's Representative and the Owner, all guarantees and warranties mentioned above remain the responsibility and possession of the Contractor.

9. Warranty of Title: The Contractor shall guarantee good title to all materials, supplies and equipment installed or incorporated in the work. Upon completion of all work, prior to final inspection, the Contractor shall deliver such work, together with all improvements and appurtenances constructed or placed pursuant to this Contract, to the Owner free from any claims, liens or changes from any or all sub-contractors and materials suppliers.
10. Hold Harmless: The Contractor covenants and agrees to, and does hereby indemnify and hold harmless and defend the Owner, Lender's Representative (REGIONAL HOUSING AUTHORITY) and all involved State and Federal government agencies, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this Agreement of the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time work is being performed and arising out of the performance of the same.

11. Cooperation – Other Contractors: The Owner has the right to let other Contracts in connection with the work, and the Contractor shall cooperate with any such Contractors authorized by the Owner. When two or more such Contractors are employed, each shall conduct his/her operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

### **III. OWNER'S RESPONSIBILITIES**

1. Cooperation of Owner: While this Contract is in force, the Owner shall permit the Contractor to use existing utilities, without charge, including the following: Electric power, gas, water, toilet and telephone, if available, for local calls ONLY, to facilitate the carrying out and completion of work authorized by this Contract.
2. Owner Occupancy: The Owner may continue to occupy (where feasible) or rent the premises during the rehabilitation but he/she or his/her tenants will cooperate with the Contractor in a reasonable manner including abandonment of limited areas as may be essential to the performance of the work.
3. Risk While Unoccupied: If the Owner or his/her tenant occupies the premises during the rehabilitation of said premises, the Owner shall not be liable for loss of materials or labor in installing such materials under this Contract due to fire, theft or vandalism of such materials not attributable to the Owner or his/her agent until such time as the Contractor has completed all of his/her obligations under the Contract regarding the materials furnished that were the subject of the fire, theft or vandalism, and the Owner has signed a written acknowledgment of the completion of the Contractor's obligation and the Owner's acceptance of said material and labor.
4. Risk While Occupied: If the occupant vacates the premises prior to the issuance of a Notice to Proceed, it is the Owner's responsibility for loss due to fire, theft or vandalism until such time said Notice to Proceed is issued to the Contractor. The Owner shall not be responsible for a loss due to fire, theft or vandalism not attributable to the Owner or his/her representative until such a time as the Contractor has completed all of his/her obligations under this Contract, and his/her acceptance of said premises, or where the Owner has received written notice from Lender's Representative that the Contractor has substantially completed his/her obligation under the Contract and the building can be occupied or reoccupied.
5. Payment Not an Acknowledgment: Any payment by the Owner or his/her representative during the term of the Contract shall not, for the purpose of this provision, be an acknowledgment of the completion of the Contractor's obligation under this Contract for the purpose of risk of loss due to fire, theft or vandalism, not attributable to the Owner and his/her representative.
6. Risk of Occupancy Prior to Completion: If prior to the completion of the Contract, the Owner moves into the premises and signs a written acknowledgment of the completion of the Contractor's obligations up until the point at which the Owner has moved onto the premises, the Owner shall be responsible for any risk of loss due to fire, theft or vandalism of said materials that are the subject of the written acknowledgment; however, the Owner shall not be responsible for any materials or labor, not completed or installed that are to be furnished under the Contract lost due to fire, theft or vandalism not

attributable to the Owner or his/her representative. The Owner shall not be responsible for said materials until such time as the Contractor has completed all of his/her obligations under the Contract regarding the materials furnished that were the subject of the fire, theft or vandalism and the Owner signed a written acknowledgment of the completion the Contractor's obligation and the acceptance of said materials.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by any party in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## EXHIBIT G

### MECHANICS LIEN LAW NOTICE

Under the California Lien Law, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale could be used to satisfy the debt. This can happen even if you have paid your contractor in full if the sub-contractor, laborers or supplies remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as sub-contractors or material suppliers are required to provide you with a document titled "Preliminary Notice". Prime (original) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of work on your property.

TO INSURE PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WANT TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your contractor supply you with a payment and performance bond, that provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county/city recorder.
2. Require that payments be made directly to sub-contractors and material suppliers through a joint control agreement. Any joint control agreement should include the addendum approved by the Register of Contractors.
3. Issue joint checks for payments, made out to both your contractor and sub-contractor or material suppliers involved in the project.
4. After making payments on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, sub-contractor or laborer involved in that portion of the work for which payment was made.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

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## EXHIBIT H

### SPECIAL HOUSING REHAB PROGRAM CONDITIONS

The following conditions take precedence over any conflicting conditions in other Sections of this Contract:

#### SECTION I. Definitions: - As used in this Contract.

- A. "Program" means Title I of the HUD Community Development Block Grant Regulations at CFR part 570 as approved and amended from time-to-time.
- B. "Target area" means that area in the county designed by the CDBG or HOME Program contract.
- C. "Contractor" means an entity that furnishes supplies or services under this Contract (other than standard commercial supplies, office space or printing services).
- D. "Contractor" further means an entity, whether public or private, that has the responsibility for administering a project within the defined target area of the county.
- E. "HUD" means the Secretary of Housing and Urban Development or a person to act on his/her behalf.

#### SECTION II. Records

- A. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by HUD or the county with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
- B. Documentation of Costs: All costs shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders and other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

#### SECTION III. Reports and Information

The Contractor will, at such time and in such forms as HUD or the county may require, furnish to HUD or the county such statements, records, reports, data information pertaining to matters covered by this Contract.

#### SECTION IV. Audits and Inspections

The Contractor will, at any time during normal business hours as often as the county, HUD and/or the Comptroller General of the United States may deem necessary, make available to the county, and/or HUD for examination all of its records with respect to all matters covered by this Contract and the Contractor General to audit, examine and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### SECTION V. HUD Requirements

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the county at any time, or if the grant to the county under Title II of the National Affordable Housing Act of 1990 as amended from time-to-time, is suspended or terminated.

#### SECTION VI. Conflict of Interest

- A. Interest of Members of the County: No officers, employees or agents of the county who exercise any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance with these requirements.
- B. Interest of Contractor and Employees: The Contractor covenants that neither the firm nor any of its employees have or shall acquire any interest, direct or indirect, in the area of the county that would conflict in any manner or degree with the performance of the services hereunder. Any interest on the part of the Contractor or the firm must be disclosed to HUD and the county. Provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment or and participation by residents of the county.

#### SECTION VII. Opportunities for Residents

In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that residents of the county be given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the county are to the greatest extent feasible, to be awarded contracts in accordance with the county's Personnel Policies and Procedures.

#### SECTION VIII. Discrimination Prohibited

- A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, and (2) affirmative action will be taken to insure that applicants are employed, and that employees are treated during employment



without regard to their race, color, religion, sex or national origin. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment notices to be provided by HUD setting for the provisions of the clause. All solicitation or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Contractor and each employee will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1, all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations (41-CFR, Part 60).
- C. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended by Executive Order No. 11375, and by the rules, regulations and orders of the Secretary of Labor, or pursuant to his/her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- D. The Contractor hereby agrees that he/she will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor of 41 CFR Chapter 60, that is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause that is a part of the Labor Standard Provisions.
- E. The Contractor further agrees that he/she will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60, with respect to his/her own employment practices when it participates in federally assisted construction work. Provided, that if the Contractor so participating is a state or local government, the above opportunity clause is not applicable to any agency, instrumentality or subdivision of such government that does not participate in work or under this Contract.
- F. The Contractor agrees that he/she will assist and cooperate actively with HUD, the Secretary of the U.S. Department of Labor and county in obtaining compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of the U.S. Department of Labor, such information as they may require for supervision of such compliance and that he/she will assist HUD in the discharge of his primary responsibility for securing compliance.
- G. The Contractor further agrees that he/she will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 as amended by Executive Order No. 11375, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to said Executive Order. In addition, the contractor agrees that if he/she fails or

refuses to comply with these undertakings, the county may take any or all of the following actions: Terminate or suspend in whole or in part this Contract, refrain from extending any further assistance to the Contractor under the program or activity with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the U.S. Department of Justice for appropriate legal proceedings. However, the county is not limited to these actions but may take any other lawful procedures it desires.

#### SECTION IX. Federal Labor Standard Provisions

- A. Except with respect to the rehabilitation of residential property designed for residential use for fewer than eight (8) families, the contractor engaged under Contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with HUD requirements pertaining to such Contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of his/her obligation, if any, to require payment of the higher rates. The Contractor shall cause or require to be inserted in full, in all such Contracts or Subcontracts subject to such regulations, provisions meeting the requirement of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a3.
- B. All Contracts and Subcontracts for construction or repair shall include provisions for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- C. No award of the Contracts covered under this section shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such Contract.

#### SECTION X. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under this Contract is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the county for rehabilitation of residential structures with assistance provided under this Contract shall be made subject to the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations.

#### SECTION XI. Compliance with Air and Water Acts

- A. This Contract is subject to the requirements of the Clean Air Act, as amended 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time-to-time.
- B. In compliance with said regulations, the Contractor shall cause or require to be inserted in full in all Contracts and Subcontracts with respect to any nonexempt transaction

hereunder funded with assistance provided under this Contract, the following requirements:

1. The Contractor shall stipulate to its Sub-Contractors that any facility to be utilized in the performance of any nonexempt Contract or Sub-Contract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  3. As a condition for the award of this Contract prompt notice will be given to any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities.
  4. The Contractor agrees that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt Sub-Contract. The Contractor further agrees that he/she will take such action as the county may direct as a means of enforcing such provisions.
- c. In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### SECTION XII. Copyrights

If the Contract or its performance results in a book or other copyrightable materials, the author is free to copyright the work, but HUD and the county reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted materials and all materials that can be copyrighted.

#### SECTION XIII. Patents

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the county for determination by HUD and the county as to whether patent protection on such invention or discover shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

#### SECTION XIV. Political Activities Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### SECTION XV. Lobbying Prohibited

None of the funds provided under this Contract shall be used for public county or propaganda purposes designed to support or defeat legislation pending before the United States Congress, State Legislature and other local municipal governments.

#### SECTION XVI. Responsibilities

The Contractor agrees to indemnify, defend and save harmless the county, its agents and employees from any and all claims and losses occurring or resulting to any and all Contractors, Sub-Contractors, materials, laborers and any other person, firm or corporation furnishing or supplying work, services, materials in connection with the performance of this Contract, and from any and all claims and losses occurring or damages caused or contributed to by the Contractor, his/her agents or employees, in the performance of this Contract.

#### SECTION XVII. Changes

The county may, from time-to-time, request changes in the Scope of Services of the Contract to be performed. Such changes, including any increases or decreases in the amount of the Contractor's compensation, that are mutually agreed upon between the county and the Contractor shall be incorporated in written amendments to this Contract.

#### SECTION XVIII. Refunds

The Contractor agrees to refund to the county any payment or portion of payments that the county determines were not properly due to the Contractor under the terms of this Contract.

#### SECTION XIX. Prohibition Against Payments of Bonus or Commission

This assistance provided under this Contract shall not be used in the payment of a bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Contract, Title I of the HUD Community Development Block Grant Regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.