



April 7, 2022

Gentlemen/Ladies:

**SUBJECT: RFQ No. 22-006 Architectural Services for Warehouse Office Renovations**

The Oakland Housing Authority (OHA) invites proposals from a qualified design professional, for the architectural/engineering services for the creation of the design/working stage drawings for the multi-phase renovation of existing warehouse and office space. The selected firm will work with staff to review the existing architectural design of the building and the conceptual design to develop working design plans based off current and long-term department growth needs located at 1180 25<sup>th</sup> Avenue in Oakland, California.

**Proposals will be accepted online through the Housing Agency Marketplace until 10:00 a.m. (local time) on May 20, 2022.** Bids received after 10:00 a.m. on May 20, 2022 will be rejected without consideration.

Questions of a procedural nature may be directed to Jeff Muegge at [JMuegge@oakha.org](mailto:JMuegge@oakha.org).

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:

*Patricia Wells*

722CF180EE194A1...

Patricia Wells

Executive Director

Oakland Housing Authority

1805 Harrison Street, Oakland, CA 94612



Oakland Housing  
Authority

**REQUEST FOR QUALIFICATIONS**

**(RFQ) #22-006**

**Architectural Services For  
Warehouse Office Renovations**

<b>RFQ Issued</b>	<b>April 7, 2022</b>
<b>Questions Due</b>	<b>April 25, 2022</b>
<b>Addendum Issued (if applicable)</b>	<b>May 2, 2022</b>
<b>Proposal Due</b>	<b>May 20, 2022</b>

**Oakland Housing Authority (OHA)  
Contract Compliance & General Services (CCGS) Department  
1619 Harrison Street  
Oakland, CA 94612  
e-mail: [CCGS@oakha.org](mailto:CCGS@oakha.org)**

**Contact person for the above RFQ:  
[Jeff Muegge: 341-356-0402](tel:341-356-0402)**

**REQUEST FOR QUALIFICATIONS (RFQ) # 22-006  
Architectural Services for Warehouse Office Renovations**

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Documents (in the order of the RFQ package)		MUST be submitted with Proposal
<b>PROPOSAL SUBMISSION REQUIREMENTS</b> (in Section 4 of RFQ)		
	<p><b>1. Response Format</b></p> <ul style="list-style-type: none"> <li>A. Cover Letter</li> <li>B. Project Approach</li> <li>C. Scope of Services</li> <li>D. Schedule</li> <li>E. Examples of Previous Work</li> <li>F. Staffing and Project Organization</li> <li>G. References</li> <li>H. Certifications and Attachments</li> </ul> <p><b>2. Required Forms/Certifications</b></p> <ul style="list-style-type: none"> <li>A. Statement of Qualifications (Attachment C)</li> <li>B. Profile and Certification Form (Attachment D)</li> <li>C. HUD-5369-C Form (Attachment F)</li> <li>D. Section 3 Business Certification and Action Plan (Attachment G)</li> <li>E. Sample Addendum Acknowledgement Form (Attachment H - if applicable)</li> <li>F. HUD 5370-C Form (Attachment I)</li> </ul>	✓
<b>ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS</b>		
A	Architect Scope of Services	
B	Architecture rates, fee structure and reimbursable	
C	Statement of Qualifications	✓
D	Profile and Certification Form	✓
E	HUD 5369-B, Instructions to Offerors, Non-Construction	
F	HUD 5369-C, Certification and Representation of Offerors, Non-Construction Contracts	✓

Documents (in the order of the RFQ package)		MUST be submitted with Proposal
ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS		
G	Contractor's Summary Guide to Section 3 Compliance with Section 3 Business Certification and Action Plan	✓
H	Addendum Acknowledgement form (if applicable)	✓
I	HUD 5370-C, General Conditions for Non-Construction Contracts: Section 1	✓
J	OHA Insurance Requirements	
K	HUD-51915, Model Form of Agreement Between Owner and Design Professional (Sample Contract Form)	
L	OHA Economic Opportunities Policy – Section 3 Requirements	
M	Vendor Protest and Claims Procedure	
N	As Built Plans Showing Areas of Renovation	
O	As Built Warehouse Plans	

## 1. GENERAL INFORMATION

### 1.1. RFQ Introduction

The Oakland Housing Authority (the “Authority” or “OHA”) is soliciting qualifications for an architect or architect and engineer teams, (the “Design Team”) to assist in the partial renovating of the warehouse located at 1180 25<sup>th</sup> Avenue, Oakland, CA, currently serving as offices and warehouse space for the Central Maintenance Department and is the headquarter for the Authority Police Department in an approximate 42,640 gross square foot building that was partially renovated in 1991. The warehouse will be renovated as new accommodations for the Capital Improvements Department which will include but not be limited to, directors, project managers, supervisors, inspectors, administrative staff, and supporting staff (approximately 15 people). The core of the new accommodations and renovations will take place in approximately 3500 square feet of the 42,640 gross square foot of the building.

It is the Authority’s goal to maintain a list of qualified Design Teams that can assist the Authority’s needs in addressing projects that would need engineering service support.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety and any designated attachments.

For further information and/or updates on this RFQ or any other OHA projects, you may go to the OHA website at [www.oakha.org/](http://www.oakha.org/) Select Procurement/ Current Bid Openings or visit Housing Agency Marketplace through the following link:

[https://ha.economicengine.com/requests.html?company\\_id=50863](https://ha.economicengine.com/requests.html?company_id=50863) **Proposers MUST register with Housing Agency Marketplace in order to submit a proposal.**

### 1.2 Oakland Housing Authority Reservation of Rights

- The Authority reserves the right to reject any or all responses, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Authority to be in its best interests.
- The Authority reserves the right not to award a contract pursuant to this RFQ.
- The Authority reserves the right to terminate a contract awarded pursuant to this RFQ, at any time, for its convenience.
- The Authority reserves the right to determine the days, hours, and locations that the successful Respondent(s) shall provide the services called for in this RFQ.
- The Authority reserves the right to negotiate the fees proposed by the Respondent entity.
- The Authority reserves the right to reject and not consider any response that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services.
- The Authority shall reserve the right at any time during the RFQ or contract process to prohibit any further participation by a Responder or reject any response submitted that does not conform to any of the requirements detailed herein.
- The Authority is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted responses to the Authority.

### **1.3 Oakland Housing Authority Background and Information**

The Oakland Housing Authority was established on April 28, 1938 to provide low-income residents of the City of Oakland with access to low-cost housing. Currently, the Authority provides Public Housing units at multiple sites within the city limits for large developments, mixed-finance partnerships, and scattered sites.

The Authority has created a number of non-profit affordable housing affiliates to develop and operate affordable housing. The Authority is engaged in affordable housing development with a number of active sites in development. Development activities are carried out directly and through a variety of affiliates and partnerships.

The Authority is federally funded and regulated primarily under the U.S. Housing Act of 1937, as amended. The majority of our funding is governed by the U.S. Department of Housing and Urban Development (HUD) regulations. The Authority was selected to be a "Moving to Work" (MTW) housing authority by HUD and enter into an MTW agreement in 2004. The agreement has since been amended extending the MTW agreement to June 30, 2028.

The Authority is governed by a seven-member Board of Commissioners appointed by the Mayor of the City of Oakland, with the approval of the Oakland City Council. The Executive Director, who reports to the Board of Commissioners, has a budgeted staff of approximately 371 employees in four major divisions: The Office of the Executive Director, including the Departments of Human Resources and Police Services, the Office of Real Estate Development, the Office of Finance and Program Administration, and the Office of Property Operations.

The Authority's employees are housed at six separate facilities, all located within the City of Oakland: 1619 Harrison Street, 1801 Harrison Street, 1540 Webster Street, 1180 25<sup>th</sup> Avenue, 935 Union Street, and 1327 65<sup>th</sup> Avenue.

## **2. MINIMUM REQUIREMENTS**

The Responder must be fully qualified to perform the services described herein and must be a licensed Architect in the State of California. All consultants must be licensed in the State of California in their discipline. Responders must not be listed as an excluded entity on the U.S. Government's System for Award Management.

## **3. SCOPE OF WORK**

### **3.1 Description of Services**

The awarded Design Team will be responsible for evaluating OHA buildings to determine viability and/or possible renovation of the existing warehouse. Services comprise of renovations and refreshes to the interior, including conversion of the enclosed garage loading area and mezzanine storage area into finished office space. There will also be upgrades to the HVAC, electrical, and IT systems. The current building operates numerous packaged roof top units; varying in age from original to new. The total square footage of the existing mezzanine storage area floor to be converted into office space and possible conference room is approximately 1800 square feet.

Conventional office layout consideration as well as exploring the possibility of utilizing open office concepts with non- nomadic work forces, such as free address, collaborative, and focus work styles. The idea of hosting flexible spaces with both owned and shared spaces. A key aspect will be working closely with end users to determine the best interior space plan, be it conventional or open office.

The selected architectural/engineering firm will develop documents to include cohesive interior architectural design, with HVAC, mechanical, electrical, IT, finishes, fire suppression including egress, etc. Institutional needs may require an advanced schedule. Additionally, the A/E may be requested to provide professional A/E Services specifically related to ADA and Section 504/Uniform Federal Accessibility Standards. Any and all services performed must be in compliance with all applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility

Encompassing customary services normally provided under the umbrella of architectural services for the following:

- Basis Services- Surveying and evaluating existing conditions
- Cost Estimating
- Initial Planning Phase
- Preliminary Plans Phase
- Schematic Design Phase
- Design Development Phase
- Final Working Drawings and Specifications
- Construction Contract Documents
- Bid Phase
- Construction Phase- Attending and conducting meetings- Assisting with change orders
- Record Drawings
- Warranty Period
- Agency Submittals and Approvals:

**See (Attachment A & B) for additional scope of services including pay schedules.**

### **3.2 Timeline of Services**

Architect shall provide a written timetable for full and adequate completion of the Project to Authority.

## **4. PROPOSAL SUBMISSION REQUIREMENTS**

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

The Authority shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFQ; negotiations with the Authority on any matter related to the response; and costs associated with interviews, meetings, travel or presentations. Additionally, the Authority shall not be liable for expenses incurred as a result of the Authority's rejection of any response.

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

#### 4.1 Response Format

To provide objective criteria that can be used in determining various Responders abilities, please address the following items in the order presented.

Submissions must clearly address all of the requirements outlined in the Request for Qualifications (RFQ) including the maximum page limit for each category. A company qualification brochure data may be added as an attachment at the end of the Proposal.

The Authority requests the following items be combined into a single package. The Responder may include any other general information that the Responder believes is appropriate to assist the Authority in its evaluation.

- A. **Cover Letter** – Include the project name and RFQ number, date, identity of the lead firm submitting the response and all contact information for the primary contact person during this RFQ process.
- B. **Project Approach** – The Responder should provide a brief narrative that discusses their proposed approach to services in this project including key activities, projected cost analysis, milestones, design concepts/alternatives based off existing floor plans, potential challenges, and ideas of concern.
- C. **Scope of Services** – The Responder should detail the services to be provided. Tasks should be organized around specific project deliverables.
- D. **Schedule** – The Responder should develop a timetable for project deliverables that is response to the Authority's needs. The Authority anticipates that the selected Design Team will complete the assessment of the buildings listed in Attachment A within 180 calendar days of signing a contract.
- E. **Examples of Previous Work** – The Responder should provide a list of three (3) or more former or current clients, including Public Housing Authorities, for which the Responder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: the client's name; contact name; telephone number; email address; a brief description and scope of the service(s); and the dates the services were provided.
- F. **Staffing and Project Organization** – The Responder should describe the role of each team member; please reference their hourly rate, and the project organization in a narrative format. Resumes for each key team member and sub-consultant, copies of any licenses for architects or engineers, and preprinted, standard descriptive material should be provided, if relevant.
- G. **References** – The Responder must provide references with contact information on each example of previous work. By submitted a response to this RFQ, each Responder agrees that the Authority may contact any company, person, or client to whom references are made within the response.

**H. Certifications and Attachments** – All submitted materials should be in 8 ½” x 11” format, preferably in portrait orientation, bound in a ring binder. Tabbed dividers should separate and identify the response items described above and should be titled as indicated. Submissions must include all of the above items.

**4.2 Required Forms/Certifications**

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

**A. Statement of Qualifications**

The form *Statement and Qualifications Form* must be completed and signed (Attachment C).

**B. Profile and Certification Form**

The form *Profile and Certification Form* must be completed and signed (Attachment D).

**C. HUD-5369-C Form**

The HUD *Certifications and Representations of Offerors – Non-Construction Contract* form must be completed and signed (Attachment E).

**D. Section 3 Business Certification and Action Plan**

The *Section 3 Business Certification and Action Plan* must be completed and signed. (Attachment G).

The Authority expects the selected Design Team(s) to make a good faith effort to comply with the Section 3 Policy. Refer to the attachment titled “Section 3 Requirements – Oakland Housing Authority Economic Opportunities Policy” in this RFQ. Responder must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended, regarding the provision of training and employment opportunities for low-income persons, with priority to residents of the Oakland Housing Authority public housing, and a certified statement that the firm will make a good effort to comply with the Section 3 policy. The Authority Project Manager and Contract Compliance staff will monitor Design Team’s compliance with Section 3 requirements.

**E. Addendum Acknowledgement Form (if applicable)**

All applicable *Addendum Acknowledgement Form(s)* must be submitted with the proposal (Attachment H)

**F. HUD-5370-C Form**

The HUD *General Conditions for Non-Construction Contracts* must be signed. (Attachment I)

**5. SELECTION PROCESS**

**5.1 RFQ Timeline**

The following are proposed dates relating to this selection process:

April 7, 2022	RFQ Issued
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April 25, 2022	<b>Questions in writing via email, due by 10:00 a.m. PDT</b>
May 2, 2022	Responses to questions will appear as an Addendum posted on the OHA website and Housing Agency Marketplace
May 20, 2022	<b>Responses due by 10:00 a.m. PDT. May 20, 2022@ 10:00 a.m. (Pacific Time)</b> <b><u>Proposers MUST register with Housing Agency Marketplace in order to submit a proposal.</u></b>

## 5.2 Questions/Answers

Questions may be addressed to Jeff Muegge at [ccgs@oakha.org](mailto:ccgs@oakha.org). All questions must be submitted in writing. All questions will be answered in writing in an Addendum issued and posted on the Authority's website as well as Housing Agency Marketplace if applicable. No questions will be responded to after the question and answer period has expired. The Addendum can be found on the Authority's website at [www.oakha.org/Business Opportunities/Open RFPs and Bid Status/Active Bids/select appropriate RFQ#](http://www.oakha.org/Business%20Opportunities/Open%20RFPs%20and%20Bid%20Status/Active%20Bids/select%20appropriate%20RFQ%20or%20on%20Housing%20Agency%20Marketplace) or on Housing Agency Marketplace at the below link:

[https://ha.economicengine.com/requests.html?company\\_id=50863](https://ha.economicengine.com/requests.html?company_id=50863)

**Please Note:** The Authority will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submit in writing a request for the Authority to do so. If the proposed clauses are not accepted by the Authority, then the proposer must execute the Contract Form as is, and by submitting a Proposal the successful Proposer agrees to do so.

### **Addendum**

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective Responders. During the RFQ solicitation process, CCGS will NOT conduct any *ex parte* conversations (substantive conversation — “substantive” meaning, any discussion or exchange between any Oakland Housing Authority staff and a prospective Responder that does or may contain fundamental or relevant information regarding any portion of the RFQ or solicitation process, when other prospective Responders are not present) that may give one prospective Responder an advantage over other prospective Responders. This will not bar prospective Responders from contacting CCGS; however, CCGS will limit communication with prospective Responders to information already contained in the solicitation documents.

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

## 5.3 Response Due Date

Responses to this solicitation will be accepted online at the Housing Agency Marketplace website at [ha.economicengine.com](http://ha.economicengine.com) until 10:00 a.m. (PST) on May 20, 2022. **Proposers MUST register with Housing Agency Marketplace at the following link in order to submit a proposal.**

[https://ha.economicengine.com/requests.html?company\\_id=50863](https://ha.economicengine.com/requests.html?company_id=50863)

Please do not wait until the last minute to submit proposal, as it may take time to upload your proposal. To attach documents to your response, open the solicitation, and check the gray box near the bottom of the solicitation that says “Responder Will Bid”, or in some cases, “Respond to this Bid Online”. Be sure to review the total response to make sure this is exactly what you want to submit. Once review is complete, click on the “Confirm Response” link and you will get a confirmation number/letters at the top of the page. Vendors are able to revise this response at any time prior to the solicitation deadline by logging in, clicking on the title of the solicitation/ View Response/ Revise Response.

If you have any technical issues with the Housing Agency Marketplace website or questions regarding the process, please contact Larry Hancock at 1-866-526-0160 or the general support line at 1-866-526-9266.

Late proposals will not be considered.

**Submission Responsibilities**

It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the RFQ document, the documents listed within Section 4.2, and any addenda and required attachments submitted by the Responder. By virtue of completing, signing, and submitting the completed documents, the Responder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Responder not authorized in writing by CCGS to exclude any of the Authority requirements contained within the documents may cause that Responder to not be considered for award.

**5.4 Evaluation Criteria**

The following criteria will be used to evaluate all responses:

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

Award of contract, if made, will be to the Responder(s) that receives the highest overall number of points in accordance with the stated evaluation criteria.

A description of the required Response Submission Format is set out at Section 4.1 – Response Format.

No.	Criteria	Points
1.	<p><b><u>Experience Design and Technical Competence:</u></b></p> <ul style="list-style-type: none"> <li>Firm’s specific technical experience with providing architectural and engineering services that demonstrate technical competence to successfully complete this project.</li> </ul>	30

	<ul style="list-style-type: none"> <li>Indicated the relevance of previous projects to the scope of work describe in this RFP, including any specialized expertise.</li> <li>Firm's approach to project cost estimating and incorporation of life Cycle Cost Analysis.</li> </ul>	
2.	<p><b><u>Evidence of Understanding of the Scope of Work:</u></b></p> <ul style="list-style-type: none"> <li>Demonstrated a clear understanding of key project elements/goals as outlined in the scope of work.</li> <li>Firms approach in managing the project expertly and effectively, including specific of tasks.</li> </ul>	30
3.	<p><b><u>Regulatory Knowledge:</u></b></p> <ul style="list-style-type: none"> <li>Firms knowledge of applicable codes and permit requirements.</li> <li>Firms provided a brief history of Offeror's firm in the State of California.</li> </ul>	5
4.	<p><b><u>Project Approach:</u></b></p> <ul style="list-style-type: none"> <li>Relevance of Responders approach and narrative summary of delivering anticipated services.</li> <li>Firms approach to accomplishing the project including specific tasks and a description of the level of effort that will be dedicated to each task.</li> </ul>	15
	<u>Total</u>	100

The most qualified Responder(s) will be selected based on the above criteria; subject to negotiation of a fair and reasonable price.

## 5.5 Selection Process

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

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

### A. Initial Evaluation for Responsiveness

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

**B. Evaluation Committee**

Internally, an evaluation packet will be prepared for each evaluator. The Authority anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive “hard copy” responses submitted for this RFQ.

**Restrictions**

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

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

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

**C. Evaluation**

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

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

**Oral Interviews**

The Responders that are determined to be the most qualified applicants may be invited for an interview. All applicants invited to participate in the oral interviews will be ranked after the interview process.

Upon final completion of the RFQ evaluation process, the evaluation committee will forward the completed evaluations to the CCGS Contracting Officer.

**D. Selection of Architects**

As a result of the RFQ evaluation process, the Authority will make a single recommendation of an architect, along with one (1) alternate firm for the project to the appropriate administrators for approval. Upon approval, the Authority will enter into contract negotiations with the selected firm. If negotiations are not successfully concluded, the Authority reserves the right to negotiate with the alternate firm. Prior to the execution of the Agreement with the Architect, the selected firm shall complete and submit a Certificate of Insurance confirming that the coverage required by the Authority has been obtained. Final selection and appointment are contingent upon approval of the proposed project by the Housing Authority Board of Commissions.

**E. Potential “Competitive Range” and “Best and Finals” Negotiations**

The Authority reserves the right to conduct “Best and Finals” Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any Responder deemed not to be in the competitive range shall be notified of such, in writing, by the Authority in as timely a manner as possible, but in no case will it be longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**1. Determination of Top Ranked Proposer**

Typically, all points are awarded by the evaluation committee. The committee’s scores (points) will determine the final ranking. The final ranking is then typically forwarded by CCGS to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final ranking may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Authority’s option, be conducted prior to or after the BOC approval.

**2. Notice of Results of Evaluation**

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

**6. CONTRACT REQUIREMENTS**

**6.1 Contractor Requirements**

The Design Team(s) selected must be fully qualified to perform the services described above.

In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Proposer and / or the OHA must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The Contractor must also comply with all Authority contract requirements.

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

**6.2 Insurance Requirements**

Prior to award, the successful Responder(s) will be required to provide the proper license documents and insurance certificates. The selected Responder(s) will be required to comply with Oakland Housing Authority’s insurance requirements attached hereto. (Attachment J)

**Indemnification**

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

### **Additional Insured Party**

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

## **6.3 Contract Award**

### **A. Negotiations**

Once responses have been evaluated and ranked, the Authority will use the contract negotiation process to obtain the most highly qualified Responder(s) at a fair and mutually agreed-to price. The proposed contract will include a Scope of Services and a Fee-Schedule including an hourly rate schedule, administrative fees and expenses.

The Authority reserves the right to enter into discussions with any Responder whose RFQ submission is deemed most advantageous and in the Authority's best interest for the purpose of negotiations. The Authority reserves the right to enter into negotiations with any responsible and responsive consultant within the competitive range without the need to repeat the formal solicitation process.

The Authority reserves the right to award without discussions.

### **B. Meetings**

Once the contract is awarded, the Contractor will meet with the Oakland Housing Authority key staff to discuss the needs, methods, and timeline for services.

### **C. Contract Award Procedure**

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

By completing, executing and submitting a response, the Responder is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the Authority, including the contract HUD-51915 in Attachment K unless amendments are authorized in writing by the Authority in an Addendum to this RFQ prior to the submittal deadline.

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

## **6.4 Contract Conditions**

The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFQ:

### **A. Contract Form**

The Authority will not execute a contract on the successful Responders form. Contracts will only be executed on the HUD-51915 form (Attachment K) and by submitting a response the successful Responder agrees to do so. Please note that the Authority reserves the right to amend this form as the Authority deems necessary. However, the Authority will, during the RFQ process and prior to the submittal deadline consider any contract clauses that the Responder wishes to include therein and submits in writing a

request for the Authority to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE RESPONDER MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to include such clauses does not give the successful proposer the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective Responder to notify the Authority, in writing, prior to submitting a response, of any contract clause that he/she is not willing to include and abide by in the final executed contract. The Authority will consider and respond to such written correspondence, and if the prospective Responder is not willing to abide by the Authority's decision, then that prospective Responder shall be deemed ineligible to submit a response. ***Please note: Oakland Housing Authority has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.***

**B. Assignment of Personnel**

The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

**C. Unauthorized Sub-Contracting Prohibited**

The successful Responder(s) shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the Oakland Housing Authority Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority Contracting Officer shall be void and may result in the cancellation of the contract with the Oakland Housing Authority, or may result in the full or partial forfeiture of funds paid to the successful Responder as a result of the proposed contract; either as determined by the Contracting Officer.

**6.5 Contract Terms**

The Authority intends to enter into a two-year contract with the option of extending the contract for an additional one-year period not to exceed a total of three-years for the selected Respondent.

**6.6 Contractor's Breach**

Failure of the Contractor to provide services in accordance with the RFQ and terms of the contract will constitute a breach of the agreement between the Authority and the Contractor. Additional breach conditions include the failure of the Contractor to maintain insurance requirements which are outlined in the Insurance Requirements attachment of this RFQ.

**6.7 Remedies in Case of Breach**

If at the end of five (5) service days from the date of a written notice, the Contractor has not taken the necessary corrective action, the Authority will send notification to the Contractor of its intent to proceed with termination of the contract. Termination will occur 30 calendar days from the date of the termination notice. The termination notice will not be rescinded without the written authorization of the Contract Compliance and General Services Division Manager.

# ATTACHMENT A

## Architectural Scope of Services

## ATTACHMENT "A"

### **ARCHITECT SCOPE OF SERVICES**

(Any items in conflict with HUD form 51915 will be incorporated into the final agreement between Owner and Design Professional)

#### **1. GENERAL REQUIREMENTS.**

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services), and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession.

1.2 **Exclusions from Basic Services.** None at this time;

1.3 **Additional Services.** None at this time

The Architect shall perform the Additional Services under this Agreement only if said services are authorized in advance in writing by the Authority. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

1.4 **Cooperation and Communication with the Authority.** Architect shall cooperate and participate in consultations and conferences with Authority, Authority's consultants, authorized representatives of the Authority, and/or other local, regional, or state agencies concerned with the assigned Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the Authority. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the Authority's Representative, or any other representative specifically designated by the Authority for this Project, including any construction manager hired by the Authority. Architect shall record and distribute meeting minutes of all meetings attended throughout the design process.

1.5 **Coordination and Cooperation with Construction Manager.** The Authority may hire a construction manager to administer and coordinate all or any part of the assigned Project on its behalf. If the Authority does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the Authority to be made or given by the construction manager. The Architect shall request clarification from the Authority in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 **Construction Cost Monitoring Duties.** In conjunction with the other duties described herein, the Architect shall regularly monitor construction costs and provide detailed estimates at the completion of the schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate as outlined in each design phase. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

1.7 **Information Management.** The Architect will work with the Authority and Program Manager, as directed, to facilitate the efficient flow of data and information between all stakeholders throughout the life of a project. Architect will follow document control procedures, formats and checklists as identified and directed by the Authority using Microsoft SharePoint (or other systems as directed by the Authority) for the following documents including but not limited to: drawings, specifications, addenda, meeting minutes, schedules, status reports, requests for information, submittals, and change orders. The Architect will participate in the process of tracking the following information including but not limited to invoicing, RFIs, submittals and change orders. The Authority will provide Architect with access to two (2) Unifier licenses to accommodate sufficient response for key personnel as outlined in Section 3.2 of Architectural Agreement. Cost for additional licenses will be the responsibility of the Architect.

## **2. INITIAL PLANNING PHASE.**

During the initial planning phase of the assigned Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Project Feasibility.** Provide advice and assistance to the Authority in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams, and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data, and inventory to be provided by the Authority.

2.2 **Meeting Budget and Project Goals.** Architect shall notify the Authority in writing of potential complications, cost status, unusual conditions, and general information that potentially impact the Project budget and timeline, including the Authority's Preliminary Construction Budget. Architect and the Authority shall use their best judgment in determining the balance between the size, type, and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to the Authority which would reduce costs and to design the Project within budget. As discussed below in Section 6 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect shall be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 **Permits, Approvals and Authorizations.** The Architect shall assist the Authority in securing permits, as well as coordinating with utilities.

2.4 **Approval and Revisions.** The Authority shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the Authority requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier Authority direction.

## **3. PRELIMINARY PLANS PHASE.**

Prior to start of this Phase, Architect shall review the validity of any previously prepared and approved FPP's. Architect shall verify and confirm the program elements and square footages, and report this conclusions in writing. In addition, if required, Architect shall review the Authority's Design Guidelines and adjust the building designs to be congruent with the Design Guidelines.

### 3.1 **SCHEMATIC DESIGN PHASE.**

3.1.1 **Schematic Plans.** In cooperation with the Authority, Architect shall prepare the schematic design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall be in compatible electronic format and include a conceptual site plan (if appropriate), floor plans and design studies, sections, elevations, schematic structural, mechanical and electrical drawings, site utility plans, and phasing plans (if appropriate) showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural design of the building(s). Architect shall incorporate the educational programs and the functional requirements of the Authority into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling, or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules, and regulations of the State of California appropriate to the design level of the plans. The Schematic Plans shall be to scale and show all rooms incorporated in each building of the Project in double-line drawings, and shall include all revisions required by the Authority or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.1.2 **Location of Improvements.** As indicated in herein, the Authority may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in the Authority's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a reasonably thorough interior and exterior visual survey of site conditions. The Authority shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

3.1.3 **Constructability and Design Review, Value Engineering.** The Authority reserves the right to conduct or cause to be conducted, constructability reviews and/or value engineering of the Schematic Design Documents. If the Authority elects to conduct either constructability reviews or value engineering, the Authority shall notify the Architect of the same and thereupon at Architect's completion of Schematic Design Documents; the Architect shall submit Schematic Design Documents to the Authority for such constructability reviews and/or value engineering. The Authority and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Schematic Design Documents. The Schematic Design Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Schematic Design Documents to the Authority for approval. Architect shall revise Schematic Design Documents as necessary to obtain the Authority's reasonable approval thereof.

3.1.4 **Preliminary Construction Cost Estimate.** The Architect shall prepare and deliver to the Authority a Preliminary Construction Cost Estimate for the Project as depicted in the Final Schematic Design Documents. If the Preliminary Construction Cost Estimate exceeds the Authority's Project Construction Budget, the Architect shall consult with the Authority and revise the Schematic Design Documents as necessary so that the Preliminary Construction Cost Estimate for the Work depicted in the Final Schematic Design Documents is consistent with the Project Construction Budget. Revisions of the Schematic Design Documents to conform to the Project Construction Budget shall be without adjustment to the Contract Price unless the Authority shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

3.1.5 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for the Authority's review and approval. Additionally, at the Authority's expense, Architect shall provide such documents as may be required by any federal, state, regional, or local agencies. Any additional copies required by the Authority shall be provided as a reimbursable expense.

3.1.6 **Approval and Revisions.** The Authority shall review, study, and check the work product developed during the Schematic Design Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the Authority, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all the Authority requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier the Authority direction.

## 3.2. **DESIGN DEVELOPMENT PHASE.**

3.2.1 **Design Development Documents.** Once the Authority provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents in an electronic format consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance, and character of the Project's structural, mechanical, and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the Authority for approval. The Design shall be reviewed by the Authority at the 75% completion point in the Preliminary Plans phase. This point will represent approximately the 50% completion point in the Design Development phase.

3.2.2 **Constructability and Design Review. Value Engineering.** The Authority reserves the right to conduct or cause to be conducted, constructability reviews and/or value engineering of the Schematic Design Documents. If the Authority elects to conduct either constructability reviews or value engineering, the Authority shall notify the Architect of the same and thereupon at Architect's preparation of Design Development Documents for the Project at one hundred percent (100%) completion; the Architect shall submit Design Development Documents to the Authority for such constructability reviews and/or value engineering. The Authority and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Design Development Documents. The Design Development Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Design Development Documents to the Authority for approval. Architect shall revise Design Development Documents as necessary to obtain the Authority's reasonable approval thereof.

3.2.3 **Design Development Construction Cost Estimate.** The Architect shall prepare a Construction Cost Estimate for the Work of the Project depicted in the Final Design Development Documents; if the Construction Cost Estimate exceeds the Project Construction Budget, the Architect shall revise the Design Development Documents as necessary so that the Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions to the Design Development Documents to conform with the Project Construction Budget shall be without adjustment to the Architect's Total Compensation unless the Authority shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

3.2.4 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for the Authority's review and approval. Any additional copies required by the Authority shall be provided as a reimbursable expense.

3.2.5 **Timetable**. Architect shall provide a written timetable for full and adequate completion of the Project to the Authority.

3.2.6 **Color and Other Aesthetic Issues**. Architect shall provide, for the Authority's review and approval, a preliminary Presentation Board of all color materials and selections of textures, finishes, and other matters involving an aesthetic decision about the Project.

3.2.7 **Approval and Revisions**. The Authority shall review, study, and check the Design Development Plans (completing the Preliminary Plans Phase) presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the Authority, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all the Authority requested changes, additions, deletions, and corrections in the Design Development Plans at no additional cost, so long as they are not inconsistent with earlier the Authority direction.

#### 4. **FINAL WORKING DRAWINGS AND SPECIFICATIONS**.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Final Working Drawings and Specifications**. Once the Authority provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings in a compatible electronic format and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by the Authority. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work.

4.2 **Review of Construction Documents Status**. At the 50%, 90% and Final intervals, Architect shall provide to the Authority, for review and information, three (3) sets of the Drawings, Specifications, and other documents depicting the then current status of the Architect's preparation of Construction Documents.

4.3 **Constructability and Design Review. Value Engineering**. The Authority reserves the right to conduct, or cause to be conducted, Constructability reviews and/or Value Engineering of the Construction Documents. If the Authority elects to conduct either Constructability reviews or value engineering, the Authority shall notify the Architect of the same and thereupon at Architect's preparation of Construction Documents for the Project at the fifty percent (50%), ninety percent (90%), and Final completion, the Architect shall submit Construction Documents to the Authority for such constructability reviews and/or value engineering. The Authority and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Construction Documents. The Construction Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Construction Documents to the Authority for approval. Architect shall revise Construction Documents as necessary to obtain the Authority's reasonable approval thereof. Should the Authority direct the Architect to incorporate constructability review and/or value engineering comments that would require design effort beyond the original scope, the Architect may be entitled to compensation for extra services.

4.4 **Detailed Construction Cost Estimate**. Based upon the Work of the Project depicted

in the Construction Documents approved by the Authority, Architect shall prepare a detailed Construction Cost Estimate for the work at the 50% and 90% intervals of the Construction Documents. It shall be the Architect's duty to design the Project within budget. If the detailed Construction Cost Estimate exceeds the Project Construction Budget, Architect shall revise the Construction Documents as necessary so that the detailed Construction Cost Estimate for the Work depicted therein, conforms with the Project Construction Budget.

4.5 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and the Authority to secure the required permits and approvals from all federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable the Authority to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

4.6 **Approval and Revisions.** The Authority shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the Authority's Governing Board, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all the Authority-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier the Authority direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of the Authority. The parties agree that Architect, and not the Authority, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the Authority reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at the Authority's expense. Architect shall make all the Authority-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the Authority, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier the Authority direction or Architect's professional judgment. If such changes, additions, deletions, or corrections are inconsistent with prior the Authority direction; Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

In addition, the Project Budget and Schedule shall be equitably adjusted, if necessary, where the changes, additions, deletions, or corrections are inconsistent with prior the Authority direction.

4.7 **Costs of Construction.** It is understood by Architect that when the Final Working Drawings and Specifications are ordered by the Authority, the Authority shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees and other soft costs. Architect accepts the Authority's established Construction Cost Budget, and represents the Project can be both bid and built for the specified sum. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the Authority's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

4.8 **Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide two (2) complete sets of the Final Working Drawings and Specifications described herein for the Authority's review and approval. Additionally, at the

Authority's expense, Architect shall provide such documents as may be required by any federal, state, or local agencies concerned with the Project. Any additional copies required by the Authority shall be provided at actual cost to the Authority.

## **5. CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Bid and Contract Documents.** If so required by the Authority, Architect shall assist the Authority in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including Alternate Bids as requested by the Authority), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. specifications, and, if desired by the Authority, bidding requirements, and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, and any other certifications and documents required by federal, state and local laws, rules, and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of the Authority and the Authority's legal counsel.

5.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide the Authority with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget.

## **6. BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Reproducible Construction Documents.** Once the Authority provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to the Authority one set of reproducible Construction Documents.

6.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist the Authority in responding to questions, for the purpose of the Authority issuing addenda, and review of bids for the Project.

6.3 **Over Budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Authority's stipulated project construction budget by more than ten percent (10%) after consideration of any deductive alternate bid items, the Authority may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the stipulated project construction budget. All revisions necessary to bring the lowest responsible and responsive bid within the stipulated project construction budget, including deletions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the Authority and shall constitute the limit of Architect's responsibility under this paragraph.

## **7. CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Observation**. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that the Authority may, in its discretion, consent to such observation by another competent representative of Architect.

7.2 **General Administration**. Architect shall provide general administration of the Construction Documents and provide oversight to the work performed by the contractors.

7.3 **Pre-Construction Meeting**. Architect shall conduct one or more pre-construction meetings, as the Authority determines are needed for the Project, with all interested parties.

7.4 **Site Visits of Contractor's Work**. Architect shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, as established and agreed upon, but in no event less than weekly.

7.5 **Site Visits of Inspector's Work**. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and the Authority. Architect shall confer with the Project inspectors and the Project contractors, and shall recommend the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines based on recorded data from the installing contractors.

7.6 **Coordination of Architect's Consultants**. Architect shall cause all architects, engineers, and other consultants, as may be hired by Architect, to observe the work completed under their disciplines as required, and review all test results for general conformance with the Construction Documents. The Authority shall cause all architects, engineers, and other consultants, as may be hired by the Authority, to observe work completed under their disciplines, as required, and review all test results for general conformance to the Construction Documents.

7.7 **Reports**. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional, or local agencies concerned with the Project.

7.8 **Construction Meetings**. Architect shall attend all construction meetings and provide periodic written reports to the Authority in order to keep the Authority informed of the progress of the work. The construction meetings shall occur at a frequency necessary for the progress of the Project work, as established and agreed upon, but no less than weekly.

7.9 **Written Reports**. Architect shall make written reports to the Authority as necessary to inform the Authority of problems arising during construction, changes contemplated as a result of each such problem, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work, which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the contractor.

7.10 **Written Records**. At the Authority's direction, Architect shall keep accurate written records of the progress and quality of the Project Construction Work in Architect's Field Reports. Architect shall submit the Architect's Field Reports to the Authority and Contractors commenting on general progress of the work, general conformance to the construction schedule, and observed deviations from the construction documents.

7.11 **Material Test Reports**. Architect shall check and process, in a timely manner, all

required material test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, or any other appropriate federal, state, regional, or local regulatory bodies.

7.12 **Review and Response to Submissions.** Architect shall review and respond, within ten (10) business days, to all schedules, submittals, shop drawings, samples, and within five (5) business days for information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests, which involve excessive work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

7.13 **Rejection of Work.** Architect shall promptly reject, as discussed with the Authority, work or materials that do not conform to the Construction Documents. Architect shall immediately notify the Authority and contractor(s) of such rejections. Architect shall also have the authority to recommend to the Authority that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

7.14 **Substitutions.** Architect shall consult with the Authority, in a timely manner, with regard to substitution of materials, products, systems, or equipment thereof, prior to the Authority's final written approval of such substitutions. Architect's consultation and the Authority's final written approval shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

7.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to the Authority, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

7.16 **Change Requests and Material Changes.** Architect shall evaluate and advise the Authority, in a timely manner and in writing; of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the Authority with its opinion as to whether such change requests should be approved, denied, or revised. The Architect shall prepare and execute all change orders and submit them to the Authority for authorization. If the Authority has designated a construction project manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them, and deliver them to the Authority for authorization if they meet with the Architect's approval, or submit them to the Authority with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by the Authority of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the Authority approval, changes necessary to meet construction emergencies, if written approval of the Authority's Representative is first secured. Architect may also authorize minor changes in the work, pending The Authority's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

7.17 **Architect's Interpretation.** The Architect shall interpret and decide matters concerning the performance of the Authority or the Contractor on written request of either the Authority or the Contractor. The Architect shall respond to issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency, and clarity of the Construction Documents and the component parts thereof. The Architect's

responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

7.18 **Effect of Architect's Decisions.** The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the Authority, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith in accordance with the terms hereof and the Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and the Authority if consistent with the intent expressed in the Construction Contract or Design Documents.

7.19 **Applications for Payment.** Architect shall examine, verify, and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the Authority's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences, or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

7.20 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with the Authority's original design concept.

7.21 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the Authority.

7.22 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punchlist prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify the Authority of all Punch List Items.

7.23 **Warranties.** Architect shall review for compliance with document materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and deliver these materials to the Authority.

7.24 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

7.25 **Documents for Project Certification.** Architect shall cause all other architects, engineers, and other consultants, as may be hired by Architect, to file any and all required documentation with the Authority or other governmental authorities necessary to close out the Project. Architect shall assist the Authority in obtaining such documentation from all other architects, engineers, or other consultants. The Authority will have consultants hired by the Authority provide their required documentation to Architect for such filing.

## **8. RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**Record Drawings and Specifications.** Before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for in the specifications, thus producing a "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct. Each sheet of the Architect's Record Drawings shall note clearly "RECORD" with the data source, date of drawings, and signature on behalf of Architect.

8.1 **Approval.** Once the Authority provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to the Authority the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail. Concurrently with the delivery of the reproducible set of the Architect's Record Drawings, the Architect shall deliver to the Authority corresponding CADD diskettes of the Architect's Record Drawings in AUTOCAD. **All other documents shall be in a format compatible with the Authority's software.**

8.2 **Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to the Authority all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; (5) Architect's Certificate of Completion.

## **9. WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Advice.** Architect shall provide advice to the Authority on apparent deficiencies in the Project during any applicable warranty periods for the Project.

**RFQ 22- 006 Warehouse Renovation Project  
1180 25<sup>th</sup> Avenue, Oakland, CA.**

**Scope of Services Summary**

(Any items in conflict with HUD form 51915 will be incorporated into the final agreement between Owner and Design Professional)

**Schematic Design Phase**

General
Provide a written preliminary evaluation of the current needs assessment, scope and the construction budget
Conduct a Schematic Design/Scope Validation kick-off workshop
Submit three alternative building designs that meet the program needs
For each of the three alternative designs, update the Detailed Project Program cost model
Prepare Schematic Design studies consistent with the Project Program requirements
Code Analysis
Estimated Project Construction Cost
Update the Project Program cost model
Provide an estimated project construction cost base on the Preliminary Scope
Design Intent Narrative
Provide a narrative description of the Project's scope
Short narrative description of the Project's sustainable design goals and features.
Describe the type of construction; include exterior & interior finishes, etc.
Submit documentation supporting the design criteria for the structural, HVAC, & other systems
Describe the recommended structural system repairs and include special conditions
Describe the mechanical system repairs conceptually and performance requirements of new systems
Describe special systems including fire suppression systems, egress, ADA requirements & security systems
Describe the proposed new electrical systems, including panel upgrades if applicable and all other electrical improvements
Describe ADA accessibility for existing offices to proposed new offices in warehouse space
Include applicable code references where not covered by the code outline
Material Board - provide a 20" x 30" display board with samples of interior materials proposed
Civil Drawings
Site Demolition Plan
Utility Plan
Architectural Drawings
Site Plan
Site Sections
Floor Plans
Demolition Plan
Sections
Elevations
Presentation Materials
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Energy Efficiency Program Support

### Design Development Phase

General
Update versions of all Schematic Design phase submittal items in addition to items below
Code Analysis
Estimated Project Construction Cost
Update the Area Tabulation
Update the Repair Scope and Design Intent Narrative
Update the Material Board(s)
Civil Drawings
Utility Plan
Conceptual Staging Vehicle Plan
Architectural Drawings
Floor Plans
Roof Plan
Elevations
Sections
Large Scale Drawings
Schedules - Window, Finish, etc.
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Outline Specifications
Schedule a meeting to discuss specifications guidelines
Outline Specifications - include index and technical sections
Energy Analysis - computer simulation demonstrating Title 24 energy compliance
Sole Source Listing
Submit a list of each item to be sole sourced (no known equal), cost, and justification
HVAC Automatic Temperature Controls - specify systems

### Construction Document Phase

General
Submit updated versions of all the required items for DD in addition to the items below
Recommend changes to documents based on a review of the Authority's Bidding Documents
Drawings and Specifications to be consistent with Authority's General Conditions & Division 1
Code Analysis
Update the Estimated Project Construction Cost
Update Area Tabulation
Update the Design Intent Narrative
Update the Material Board(s)
Drawings and Specifications
Include Index and Regulatory Compliance Drawings
Civil Drawings

	Architectural Drawings
	Structural Drawings
	Plumbing Drawings if required
	HVAC Drawings
	Electrical Drawings
	Specifications
	Energy Analysis
	Structural, Mechanical, and Electrical Calculations
	Clearly list all design criteria, assumptions, and references used
	Utility Shut Down Plan
	95% Construction Documents
	Update the documents & provide additional drawings, details, & all complete spec. sections
	100% Complete Construction Documents
	Update the documents & provide additional drawings, details, & specs deemed complete/buildable
	Submit a Letter of Assurance attesting that the documents are complete and ready to bid
	List of Rooms and Spaces
	Final Back check Construction Documents
	Incorporate any changes or corrections required by City or review agencies
	When all required changes have been incorporated, CD's will be deemed final & ready for bid
	Final Construction Drawings are to be signed and stamped by each Design Professional

# ATTACHMENT B

Architecture Rates, Fee Structure  
and Reimbursable

## **ATTACHMENT "B"**

### **RATES, FEE STRUCTURE AND REIMBURSABLE EXPENSES**

#### **Hourly Compensation Rates**

Classification	<u>Rate</u>
Principal	\$0.00 per hour
Project Coordinator	\$0.00 per hour
Project Leader	\$0.00 per hour
Senior Designer	\$0.00 per hour
Job Captain	\$0.00 per hour
Senior Staff Technician	\$0.00 per hour
Intermediate Staff Technician	\$0.00 per hour
Junior Staff Technician	\$0.00 per hour
Administrative	\$0.00 per hour

**Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the Authority. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project, (2) out-of-town travel expenses incurred in connection with the Project, (3) fees paid for securing approval of authorities having jurisdiction over the Project, and (4) other costs, fees and expenses totaling in excess of Five Hundred and No/100 Dollars (\$500.00) per month. If Architect's main place of business is outside of the Oakland, CA, area, travel to the Authority in the normal course of business will not be reimbursed. All reimbursable expenses shall be billed to the Authority at no more than ten percent (10%) markup and Architect Consultants no more than five percent (5%).

If Authority requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus fifteen percent (15%). The Authority shall have the ability to review and approve the rates of any such consultants.

#### **Fee and Phasing agenda**

The Total "Not to Exceed" Compensation of the Project Authorization Letter shall be paid by Authority to Architect based upon the percentage of work completed in the category described:

- Schematic Design 12%
- Design Development 15%
- Final Drawing and Construction Documents 38%
- Bid Phase 08%
- Construction Phase 22%
- Closeout Phase (Final Acceptance) 05%

The Architect's fee shall be calculated using the schedule against the Target Construction Budget. Additional Services shall be computed at the actual hourly rates, or as negotiated.

# ATTACHMENT C

## Statement of Qualifications

**OAKLAND HOUSING AUTHORITY**  
**CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)**

**QUALIFICATIONS STATEMENT** *(Page 1 of 2)*

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year).

*All questions must be answered, with responses clear and complete. Attach additional pages if needed.*

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted by: \_\_\_\_\_

*(Contact Person)*

Company Name: \_\_\_\_\_

Phone #/Email: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

**A. Organization**

- How many years has your company been in business as a Contractor in the State of California for the type of work you are submitting a bid for?
- How many years has your company been in business under its present business name in the State of California?
- If your company is a corporation, answer the following:
  - i. Date of incorporation:
  - ii. State of incorporation:
  - iii. President's name:
  - iv. Applicable business and trade licenses:
  - v.
- If your company is a partnership, answer the following:
  - i. Date of licensing:
  - ii. Type of partnership:
  - iii. Name(s) of general partner(s):
- If your company is individually owned, answer the following:
  - i. Date of licensing:
  - ii. Name of owner:
- How many employees does your company currently employ?
- How many Supervisors and Foreman does your company employ?

**B. Experience:**

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details).

**OAKLAND HOUSING AUTHORITY  
CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)**

**QUALIFICATIONS STATEMENT (Page 1 of 2)**

- Has your company ever failed to complete any work awarded to it?  
 **Yes**       **No**

If yes, what was the name of the contract and what was the reason for default?

- Has your company ever refused to sign a contract after award of the bid?  
 **Yes**       **No**

If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?  
 **Yes**       **No**

If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.  
 **Yes**       **No**

- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.  
 **Yes**       **No**

**C. Bonding/Financial Information:**

- Surety:
- Name of bonding company:
- Name and address of agent:
- Upon request, will you complete a detailed financial statement and furnish any other information required by the Oakland Housing Authority?  
 **Yes**       **No**

The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, this shall entitle the HA to not consider nor make award, or to cancel any award with the undersigned party.

**The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Oakland Housing Authority, verifying the declarations included in this Statement of Qualifications.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CURRENT CLIENT REFERENCES (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_  
 Fax/Phone Numbers \_\_\_\_\_  
 Contact Name/Title \_\_\_\_\_  
 Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_  
 Fax/Phone Numbers \_\_\_\_\_  
 Contact Name/Title \_\_\_\_\_  
 Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_  
 Fax/Phone Numbers \_\_\_\_\_  
 Contact Name/Title \_\_\_\_\_  
 Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_  
 Fax/Phone Numbers \_\_\_\_\_  
 Contact Name/Title \_\_\_\_\_  
 Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_  
 Fax/Phone Numbers \_\_\_\_\_  
 Contact Name/Title \_\_\_\_\_  
 Type of Engagement \_\_\_\_\_

Bidder's Company Name .....  
 Legal Structure (corp./partner/proprietor) .....  
 Principle Office Address .....  
 City, ST, Zip .....  
 Phone Number & Fax Numbers .....  
 Email .....  
 Federal Employer Identification Number .....  
 Title of Person Authorized to Sign .....  
 Print Name of Person Authorized to Sign .....  
 Date Signed and Authorized Signature .....

# ATTACHMENT D

## Profile and Certification Form

<b>PROFILE AND CERTIFICATION FORM (Page 1 of 3)</b>
---

(1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Primary Contact for this Project: \_\_\_\_\_ Email Address: \_\_\_\_\_

(5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach *professional resumes* for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Small Business \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

If applicable, WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(8) Federal Tax ID No.: \_\_\_\_\_

(9) Business Name as Listed on the California Secretary of State Website: \_\_\_\_\_

(10) California Secretary of State Entity Number: \_\_\_\_\_

(11) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_

(12) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

\* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" attached hereto. (See 'Section 3 Requirements Form and Action Plan')

<b>PROFILE AND CERTIFICATION FORM (Page 2 of 3)</b>
---

(13) Vendor Diversity Outreach Requirements: The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with the Authority for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with the Authority's outreach requirements and that said business will provide to the Authority evidence of the efforts described herein within three working days of such request.

a.) Written Notice

- Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE and other business enterprises. *[NOTE: You may be requested to submit a list of organizations that provided such assistance.]*
- We **did not** provide such written notice.

b.) Advertisement

- Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. *[Proof of advertisement must be attached.]*
- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) Participation

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.
- The undersigned party **did not** obtain participation by MBE/WBE businesses.

(14) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Insurance Requirements" attached hereto. *(See 'OHA Insurance Requirements' attached)* Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name OHA as an additional insured and maintained throughout the term of the contract. The firm(s) must provide OHA with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

<b>PROFILE AND CERTIFICATION FORM (Page 3 of 3)</b>
---

- (16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (17) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the OHA or any person interested in the proposed contract; and that all statements in said bid are true.
- (18) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- (19) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))
- (20) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".
- (21) Verification Statement: The undersigned party hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

## ATTACHMENT E

HUD 5369-A, Representations, Certifications, and Other Statements of  
Bidders  
Instructions to Offerors, Non-Construction

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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5. Bidder's Certification of Eligibility	2
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7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
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11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

#### 5. Bidder's Certification of Eligibility

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

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

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

#### 6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

#### 7. Small, Minority, Women-Owned Business Concern Representation

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

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

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

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

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

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

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# ATTACHMENT F

HUD 5369-B, Instructions to Offerors, Non-Construction

# Instructions to Offerors

## Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

### 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

### 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

### 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

### 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

### 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

## ATTACHMENT G

Contractor's Summary Guide to  
Section 3 Compliance with Section 3  
Business Certification and Action Plan

## **A. Introduction and Summary**

The Oakland Housing Authority (OHA) has established a policy whereby any contractor that transacts business with OHA must meet the requirements of OHA Section 3 Policy as outline in this document. This Section 3 Policy is required to be a flow down provision to each subcontract at every tier. This policy applies to all contracts valued over \$250,000.

This policy requires that employment and other economic opportunities generated by certain HUD financial assistance, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This document serves to fulfill two (2) main objectives: 1) it contains program definitions, requirements, information on program assistance provided by OHA and 2) it outlines the Section 3 program compliance measures of OHA.

## **B. DEFINITIONS**

### **Low-Income Person**

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families (See OHA income eligibility chart).

### **Very Low-Income Person**

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller or larger families (See OHA income eligibility chart).

### **Section 3 Worker**

A Section 3 worker is any worker who currently fits into, or when hired within the past five years fit into, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

### **Section 3 Business Concern**

A Section 3 business concern is any type of business (sole proprietorship, partnership, non-profit, corporation) that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income person;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

### **YouthBuild Program**

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required

construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods

**Targeted Section 3 Worker**

A. Section 3 targeted worker is a Section 3 worker who:

(1) is employed by a Section 3 business concern: or

(2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) A resident of OHA or Section 8-assisted housing;
- (ii) A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is providing the assistance; or
- (iii) A YouthBuild participant.

(3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Section 3 Project**

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$250,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Section 3 applies, on a per project basis, to all OHA projects that are fully or partially funded with HUD funding.

### **C. OHA Section 3 Goals**

There are two Section 3 Goals. One for **Section 3 Workers** and the other for **Section 3 targeted Workers**. For OHA the goal for Section 3 workers is set at 25 *percent* or more of the total number of labor hours worked by all workers employed within OHA's fiscal year. The benchmark for **Targeted Section 3 workers** is set at 5 *percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance within OHA's fiscal year. This means that the 5 *percent* is included as part of the 25 *percent* threshold.

### **D. Section 3 Plan**

The Contractor is required to submit with their bid/proposal package a Section 3 Plan for OHA review and written approval. The Section 3 Plan will detail the processes to be implemented to ensure that the above Section 3 goals will be met. The plan should specify the number of positions expected to be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting OHA residents for the available positions, which should include consultation with OHA's Section 3 Coordinator.

Qualitative processes to be included, but not limited to, in the Section 3 Plan are identified below. The HUD Section 3 website has additional educational resources and tools for

developing the Section 3 Plan. The HUD website can be accessed at <https://www.hud.gov/section3/>.

### **E. Qualitive Processes for Section 3 Plan**

The OHA Resident & Community Services Coordinator is the OHA's point of contact for assistance in identifying OHA's Section 3 and Targeted Workers.

Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers should but not be limited to the following.

- Providing training or apprenticeship opportunities.
- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Holding one or more job fairs.
- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisting Section 3 workers to obtain financial literacy training and/or coaching.
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
- Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

## **F. Documenting and Reporting-Section 3 Plan**

1. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request. The reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by OHA's Labor Compliance Officer.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to OHA via LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current.

## **G. COMPLIANCE REPORTING SYSTEMS**

OHA utilizes LCPtracker in order to monitor the compliance requirements for Davis-Bacon, and Section 3 labor hour tracking policy requirements. LCPtracker, is accessible to **ALL** OHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to Section 3 compliance.

## **H. Section 3 Calculations**

Below are the formulas for calculating Section 3 and Target Workers. This formula will be utilized to validate that contractors have met OHA's Section 3 goals.

Section 3 Workers =  $\geq$  25%

Total Labor Hours

Section 3 Calculations

Section 3 Target Workers =  $\geq$  5%

Total Labor Hours

Note: Professional Service Contracts are not applicable to Section 3 requirements. However, if Section 3 goals are met by a Professional Service Contractor, the hours can be added in the numerator of the Section 3 calculation.



Oakland Housing  
Authority

## Contractor's Summary Guide to Section 3 Compliance

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) (section 3), and 24 CFR Part 135, is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons." **For the complete text of the Section 3 regulations, visit [www.hud.gov/section3](http://www.hud.gov/section3).**

### **Oakland Housing Authority's Section 3 Economic Opportunities Policy (included in bid documents)**

Oakland has one of the highest unemployment rates in the Bay Area. Oakland Housing Authority (OHA) residents make up over 10% of Oakland's population. OHA developed its **Economic Opportunities Policy (EOP)** to comply with the Housing and Urban Development (HUD) Section 3 regulations and ensure that, to the greatest extent feasible, economic opportunities are provided to low- and very low-income persons and to Section 3 business concerns within the city of Oakland. All contractors undertaking Section 3 covered projects and activities on behalf of OHA are expected, to the greatest extent feasible, to meet the numerical goals set forth below. The policy does not apply to contractors who furnish only materials or supplies and do not undertake installation of materials or supplies. The **EOP** is also available from OHA's website [www.oakha.org/procurement/sec3EcoOpportPolicy.pdf](http://www.oakha.org/procurement/sec3EcoOpportPolicy.pdf).

### **Section 3 Requirement for All Bidders**

As part of the application or bidding process, a Section 3 Business Preference and Action Plan are included in bid documents. Contractors have the option to request Certification as a Section 3 business; however, every proposer **MUST** complete the Action Plan and submit it with their bid, even if no hires are projected.

Certification for Business Seeking Section 3 Business Preference form: Everyone must complete the top portion (check one box, name of business etc.) and sign at the bottom. Fill in the other parts **ONLY** if you are claiming Section 3 business status.

Action Plan (3 pages): Everyone must complete the top portion listing your company etc., where applicable, and sign every page. If you **do not** anticipate new hires, note that in the table on page 1 and 3. If you **do** anticipate new hires, then use page 1 to detail the job categories and page 3 to describe how you will fill those positions.

### **Section 3 Requirements for Awardees**

#### **Baseline Reporting and Hiring Projections Form**

Prior to the Notice to Proceed, the contractor/subcontractor will be responsible for documenting the current workforce (baseline) and providing more accurate hiring projections per job classification than those described in the Action Plan. The Plan that is approved will become part of the contractual agreements.

#### **Hiring Goals**

The Section 3 requirement is triggered when there is a need for **new** economic opportunities, such as individual employment, contracting, or subcontracting. The regulation requires that contractors and subcontractors provide, **to the greatest extent feasible**, economic opportunities (training, employment, and contracting) to low and very-low income residents Section 3 businesses.

Contractors and subcontractors are required to make every effort to the greatest extent feasible to meet the OHA's numerical hiring goals of having Section 3 qualified employees make up **30% of their total new-hires**. **Firms must seek to maintain this percentage throughout the life of the project.** If these goals are not met, the contractors are expected to show documentation demonstrating their efforts to hire Section 3 candidates by exhausting all available hiring sources. While a contractor receives credit for hiring low-income residents of Oakland, **first priority should be given to residents of the Oakland Housing Authority**. This includes residents in both the public housing and Section 8 programs.

### Hiring Priorities

First priority (OHA residents): Residents of the development where the work is being performed  
Second priority (OHA residents): Other residents of Oakland Housing Authority owned or managed properties  
Third priority (Oakland residents): Other residents within the city of Oakland that meet the low-income requirements (see definition of **Section 3 Resident** below).

### Resident Referral Process

OHA is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. Therefore, we have established a pre-screening and referral process to identify qualified OHA residents who satisfy the first and second hiring priorities (above). This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to OHA well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

**Union Contractors:** OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

Please contact **OHA's Dan Abrami at 510.587.5127 or [dabrami@oakha.org](mailto:dabrami@oakha.org)** for a list of qualified residents, to request a candidate, or verify the Section 3 eligibility of any prospective hire. For more information about providing economic opportunities to OHA resident's contact:

Employment Development Coordinator  
Family & Community Partnerships Department  
**Phone: 510.587.5127**  
Fax: 510.587.5141  
**Email: [dabrami@oakha.org](mailto:dabrami@oakha.org)**

### New Hire Section 3 Information Form

General contractors and subcontractors will be provided this form upon award. Every **new hire** should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to OHA as soon as possible after hiring for verification of Section 3 status.

### Monthly Reports

OHA requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month. These reports shall be submitted to:

Rufus Davis, Labor and Section 3 Compliance Officer  
Phone: 510.587.2176  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)

### Record Maintenance and Documentation

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

### Compliance Reviews

OHA staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor's compliance with Section 3. Where noncompliance is found, OHA will notify the contractor of the deficiency and make recommendations for corrective actions.

## **Useful Definitions**

### **Business Concern**

A business entity formed in accordance with state law, and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.

### **“Greatest Extent Feasible”**

Recipients of Section 3 financial assistance must make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond normal notification procedures for employment and contracting opportunities by developing strategies that will specifically target Section 3 residents and businesses for these new economic opportunities.

### **Household Income Levels**

Low and very-low income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or number of people residing in one house. HUD income limits can be obtained from [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html).

### **New Hire**

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of federal funds on Section 3 covered projects. Any employee that is not on the payroll of a contractor or developer on the day [i.e., that a purchase order is issued or the day a contract is signed or agreed upon] that the Section 3 covered assistance was provided, is considered a new hire.

### **Section 3 Business Concern**

A business concern that meets one or more of the following requirements:

- 51% or more owned by Section 3 residents
- 30% or more of permanent, full-time workforce consists of Section 3 residents
- Provides evidence to subcontract at least 25% of the dollar awarded to qualified Section 3 businesses

### **Section 3 Resident**

- (1) An Oakland Housing Authority public housing resident or Section 8 voucher holder; or
- (2) An individual who resides in the service area (Oakland) in which the Section 3 covered assistance is expended, and whose income status is as follows:

<b>Number of People in Household</b>	<b>Annual Household Income Limits</b> (Source: 24 CFR 570.3)
1	\$26,050 or less
2	\$29,750 or less
3	\$33,450 or less
4	\$37,150 or less
5	\$40,150 or less
6	\$43,100 or less
7	\$46,100 or less
8	\$49,050 or less

(Income limits eff. 03/01/2019)

Questions regarding the Oakland Housing Authority  
Section 3 Program should be addressed to:

Rufus Davis, Labor and Section 3 Compliance Officer  
Oakland Housing Authority  
1805 Harrison Street, First Floor  
Oakland, CA 94612  
Phone: 510.587.2176  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)



## Section 3 Business Certification and Action Plan

Section 3 Business Certification – 1 page

Check this box if you are **not** claiming Section 3 business status. Complete Section 1 and the signature block at the bottom of this page and proceed to the **Section 3 Action Plan**.

### SECTION 1

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Type of Business (Check One):  Corporation  Partnership  Sole Proprietorship  Other

Project (Bid/RFP #) \_\_\_\_\_ Business Activity \_\_\_\_\_

### SECTION 2

**Current Section 3 Status:** The undersigned bidder/proposer hereby certifies that it is a Section 3 business concern and attaches relevant documentation, **as applicable**, to support such claim.

**Select only one option.**

1. A business claiming status as a Section 3 resident-owned business concern (ROB):

**Initial here to select this option** \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> OHA resident lease   | <input type="checkbox"/> List of owners/stockholders and % of each |
| <input type="checkbox"/> Copy of receipt of public assistance                               | <input type="checkbox"/> Latest board minutes appointing officers  |
| <input type="checkbox"/> Other evidence of income status                                    | <input type="checkbox"/> Articles of incorporation                 |
| <input type="checkbox"/> Fictitious or Assumed Business Name Certificate                    | <input type="checkbox"/> Partnership agreement                     |
| <input type="checkbox"/> Organization chart with names and titles and brief job description |  |

2. A business claiming Section 3 status because at least 30% of its permanent full-time employees are currently Section 3 residents or, within 3 years of the date of first employment with the business concern, were Section 3 residents. If a business claims this option, the 30% employment requirement must be maintained for the entire project. **Initial here to select this option** \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> OHA residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

3. A business claiming Section 3 status by subcontracting 25% or more of the dollar award to qualified Section 3 businesses (as set forth in Options 1 and 2). **Initial here to select this option** \_\_\_\_\_

- Provide a list of intended Section 3 business subcontractors with subcontract amount.
- Include this Section 3 Certification form and all supporting documentation for each planned Section 3 business subcontractor.

**If you are or become certified as a Section 3 business, do you grant OHA permission to share your business contact information with firms seeking to contract with Section 3 businesses?**  Yes  No

**I attest that the above information is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



### Section 3 Action Plan (2 pages)

All firms and individuals bidding on any Section 3 covered contract with the Oakland Housing Authority (OHA) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

**PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS**

*THIS PLAN OUTLINES YOUR COMMITMENT TO OHA'S SECTION 3 HIRING GOALS*

COMPANY NAME: \_\_\_\_\_

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

PROJECT (BID/RFP#): \_\_\_\_\_ GENERAL  SUBCONTRACTOR

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of New Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

\_\_\_ (Check here and attach another sheet if applicable)

Check this box if contractor does not anticipate triggering the regulation by the need for new hiring or subcontracting opportunities. Complete the signature block at the bottom of this page.

**I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Section 3 Action Plan (continued)

#### EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- Refer to any list of pre-screened job-ready applicants provided by OHA’s Department of Family and Community Partnerships (FCP) (*REQUEST A LIST from FCP at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-5127*).
- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor OHA resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to OHA owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades (*REQUEST A LIST from Rufus Davis at OHA, [rdavis@oakha.org](mailto:rdavis@oakha.org) or 510-587-2176*).
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other: \_\_\_\_\_

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**I attest that the above information is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **SECTION 3 CLAUSE (24 CFR 135.38)**

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**ATTACHMENT H**  
Sample Addendum Acknowledgment  
form (if applicable)

**Oakland Housing Authority**

**BID # 21-009**

**Bid Description: Exterior Painting**

**Addendum #1**  
**(Page 1 of 2)**

Date issued and released, \_\_\_\_\_

The following questions were submitted by the deadline and are answered in this addendum.

**Question 1:**

**Answer:**

This addendum is also issued to advise all potential bidders to note the following corrections: *(All other items in the original bid documents remain in effect.)*

**Oakland Housing Authority**

**BID # 16-015**  
**Bid Description: Lead Architect**

**Addendum #1**  
**(Page 1 of 2)**

**ACKNOWLEDGEMENT**

**Bidder hereby acknowledges this addendum:**

**Name of Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Acknowledgement of this Addendum must be included with your bid.

# ATTACHMENT I

HUD 5370-C, General Conditions for

Non-Construction Contracts:

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# ATTACHMENT J

## OHA Insurance Requirements

## Oakland Housing Authority

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### **INSURANCE REQUIREMENTS**

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

#### ***Minimum Scope of Insurance***

Coverage shall be as least as broad as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.

#### ***Minimum Limits of Insurance***

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

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations,as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.

**Oakland Housing Authority**

- 4. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1<sup>st</sup> and 3<sup>rd</sup> party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
  
- 5. Professional Liability Insurance: **\$1,000,000** per occurrence.

***Deductible and Self-Insured Retentions***

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

***Other Insurance Provisions***

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

## **Oakland Housing Authority**

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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

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

# ATTACHMENT K

HUD-51915, Model Form of  
Agreement Between Owner  
and Design Professional  
(Sample Contract Form)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 11/30/2023)

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**Model Form of Agreement Between  
Owner and Design Professional**

# Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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## Introduction to Agreement

**Agreement**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

## Article A: Services

### A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, in a detailed manner, include all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquiries
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report  weekly,  semi monthly,  monthly, or  \_\_\_\_\_ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within \_\_\_\_\_ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

## A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

## Article B: Compensation and Payment B.

### 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

**B. 2.0 Reimbursables**

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional’s office (s), and Owner’s office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor’s own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

**B. 3.0 Additional Services**

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

**B. 4.0 Invoicing and Payments**

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional’s proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner’s receipt of the invoice.

**Article C: Responsibilities**

**C. 1.0 Design Professional's Responsibilities**

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner’s review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional’s negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf)).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

**Article E: Additional Requirements**

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

**Article F: Other Owner Requirements (if any)**

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_ between the Owner \_\_\_\_\_ and Design Professional \_\_\_\_\_ on Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

**ATTACHMENT L**  
Oakland Housing Authority  
Economic Opportunities Policy



# 2

## OHA ECONOMIC OPPORTUNITIES POLICY

## Oakland Housing Authority Economic Opportunities Policy

**Background:**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C, 1701U (hereinafter referred to as "Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low - and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

The U.S. Department of Housing and Urban Development's regulations implementing Section 3 are found at 24 CFR Part 135. It is the intent of OHA policy to comply fully with Section 3; and by publication of this policy, the OHA provides direction for application of this policy.

This policy shall remain in effect for all covered activities so long as this policy remains consistent with federal regulations or until changed by the Authority. . In any case where it is found that any provision of this policy or of a procedure or program undertaken in furtherance of this policy is found to be inconsistent with Section 3 or 24 CFR Part 135, Section 3 or 24 CFR Part 135 shall prevail.

**Policy Statement:**

*It is the policy of the Oakland Housing Authority to provide to the greatest extent feasible economic opportunities to low- and very low-income persons residing in Oakland metropolitan area (as defined in § 135.5 of 24 CFR Part 135 and to businesses meeting the definition of "Section 3 business concern" as defined by 24 CFR Part 135.*

*A Section 3 resident is :*

- A Public housing residents and/or
- An individual who live in the area where a HUD-assisted project is located and who is either low-or very-low income persons as determined by HUD

- **Determining Income Levels:**

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

*(Income Limits are subject to change. Current Income Limits may be accessed on the OHA website at [www.oakha.org](http://www.oakha.org).)*

**Section 3 business concern** is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Whose permanent, full-time employees include persons, at least 30% of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

In furtherance of this policy the Oakland Housing Authority shall develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided, in order to achieve the goals outlined below. This policy does not apply to routine maintenance, repair or replacement work using HUD housing and community development assistance for housing rehabilitation; nor does it apply to contractors who only furnish materials or supplies

through OHA's procurement program, and do not undertake work, as in the installation of the material or equipment. All covered contracts executed after the adoption of this policy must comply with this policy.

**Goals:**

All contractors undertaking Section 3 covered projects and Section 3 covered activities on behalf of the Oakland Housing Authority are expected to meet the requirements of Section 3. Any contractor (whether or not it meets the definition of a Section 3 business), shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3, must meet the numerical goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. In meeting the goals, contractors are to apply a system of priority selection from among those Section 3 residents eligible pursuant to § 135.34, 24 CFR Part 135:

*First priority* - residents of the development where the work is to be performed.

*Second priority* - other residents of Oakland Housing Authority properties.

*Third priority* - other residents of Oakland who are participants of HUD Youth build programs being carried out in the City of Oakland.

*Fourth priority* - other persons from the Oakland metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Furthermore, for all construction contracts in excess of \$100,000, contractors and their subcontractors are required to utilize appropriate State-approved apprenticeship programs that have graduated apprentices as a means to meet the Section 3 employment goals.

**Employment:**

All contractors will seek the greatest extent feasible to achieve a level of 30% of all new hires to be low to very low-income residents of the Oakland metropolitan area.

**Preference for Section 3 business concerns:**

It is OHA's policy to conduct all procurement transactions in a competitive manner. Within this framework, preference shall be awarded to Section 3 business concerns according to the following system:

**Small Purchases:**

For Section 3 covered contracts aggregating no more than \$100,000, the Authority shall follow its small purchase procedures as outlined in its procurement policy. *Small Purchases require at least 3 competitive quotes. Purchases under \$2,000 (also known as Micro Purchases) do not require competitive quotes.*

**Competitive (Sealed) Bids (IFBs):** (IFB=Invitation For Bids)

Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

1. Bids shall be solicited from all businesses (Section 3 business concerns and non Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:
  - A. is within the maximum total contract price established in the Authority's budget for the specific project for which bids are being taken; and
  - B. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 . . . 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 . . . 9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 . . . 8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 . . . 7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 . . . 6% of that bid or \$25,000

At least \$500,000, but less than \$1 million . . . 5% of that bid or \$40,000

At least \$1 million, but less than \$2 million . . . 4% of that bid or \$60,000

At least \$2 million, but less than \$4 million . . . 3% of that bid or \$80,000

At least \$4 million, but less than \$7 million . . . 2% of that bid or \$105,000

\$7 million or more . . . 1 1/2% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 business concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Competitive Proposals (RFP) (RFP=Request For Proposals)

Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. In accordance to 24CFR135, the rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating systems. Proposals from firms not demonstrating compliance with the "greatest extent feasible" requirement of Section 3 shall not be considered responsible.

In accordance to 24 CFR Part 135.36, Appendix Section III(3)ii:

*“(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).*

- (i) *For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.*
- (ii) *(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.”*
- (iii) *With regard to the section 3 strategy, the RFP shall require the disclosure of the contractor’s section 3 strategy to comply with the Section 3 training and employment*

*preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.*

Other Provisions:

1. Federal labor standards requirements: Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a--276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines.
2. A section 3 business concern seeking a contract or a subcontract must submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.
3. OHA will ensure compliance with section 3 requirements through efforts that may include the following:
  - A. Requiring that contractors submit relevant documentation certifying their eligibility for preference under the section 3 program, and/or demonstrating their compliance with section 3 requirements.
  - B. Conducting ongoing section 3 compliance review of applicable contractors and take appropriate action when they are found to be noncompliant with section 3 requirements.
  - C. Refraining from entering into a contract with any contractor after notification by HUD that the contractor has been found in violation of section 3 regulations.
  - D. Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;
  - E. Notifying potential contractors for section 3 covered projects of the requirements of this part.
4. All OHA section 3 covered contracts shall include the following clause set forth in 24 CFR 135.38:
  - A. The work to be performed under this contract is subject to the

requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Definitions:

The Oakland Housing Authority incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135 Further, the Oakland Housing Authority makes no representation concerning

interpretation and meaning of Section 3 of the Housing Act of 1968, as amended, and of 24 CFR Part 135 beyond this policy. It is recommended that interest parties refer directly to the law and regulations for a complete understanding of their meaning.

# ATTACHMENT M

## Vendor Protests and Claims Procedures

**Oakland Housing Authority**

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**CONTRACTING & PURCHASING PROCEDURES**

# **VENDOR PROTESTS AND CLAIMS PROCEDURES**

**(As extracted and revised  
from Oakland Housing Authority  
Contracting and Purchasing Procedures)**

**Oakland Housing Authority**

**CONTRACTING & PURCHASING PROCEDURES**

**SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES**

The following are the definitions of terms used in this section.

**Definitions:**

*OHA:* The abbreviation for the Housing Authority of the City of Oakland, California.

*Contracting*

*Officer:* The Executive Director of OHA or the person designated by the Executive Director in writing.

*Vendor.* The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

*Claim:* The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (MMO9501) furnished by OHA (copy attached).

*Protest:* A written complaint about, or an objection to, an administrative action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (copy attached).

*Response to*

*Solicitation:* The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.

**Who May Submit A Protest or Claim:**

Any person as defined above in "Vendor" may submit a protest or claim.

**Oakland Housing Authority****CONTRACTING & PURCHASING PROCEDURES**

Vendor protests, claims, or disputes shall be resolved using the following procedures:

**A. Vendor protests prior to bid, quote or proposal opening:**

1. Vendor must submit a written notice of protest to OHA's Contracting Officer eight or more calendar days prior to the date set for the bid, proposal, or quotation opening.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within if required time period. A late notice is not eligible for consideration under this procedure. Any protest received after eight days prior to the date set for the bid, proposal, or quotation opening may be rejected without further consideration or may be considered under paragraph B below at the direction of the Contracting Officer.
3. Contracting Officer shall review the solicitation record to ensure the information provided by the protesting vendor is accurate. Based on a review of the vendor's protest and other relevant information, the Contracting Officer shall prepare a "Finding of Fact."
4. Based upon the "Finding of Fact," the Contracting Officer may elect to:
  - a. Amend the Invitation to Bid by addendum to all prospective vendors. Addendum is to be mailed by registered mail, four or more days prior to the date of scheduled bid opening.
  - b. Terminate the current Invitation to Bid, Quote, or Request for Proposal.
  - c. Reject the claim in writing, detailing reason(s) for the rejection.

**B. Protests after the bid, quote, or proposal opening, but prior to award of contract:**

1. Vendor must submit a written notice of protest to the Authority's Contracting Officer within three calendar days of the bid opening date.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The vendor's protest, along with the solicitation's tabulation sheet, scope of work, copies of all responses received, and any other relevant documents shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

**Oakland Housing Authority****CONTRACTING & PURCHASING PROCEDURES**

4. Based upon the "Finding of Fact," the Contracting Officer may take any of (but is not limited to) the following actions:
  - a. Allow the vendor to withdraw the vendor's response to the solicitation.
  - b. Reject one or more vendor(s) response(s) to the solicitation for failing to be complete, lacking the required guarantee, or failing to conform to the solicitation's instructions.
  - c. Reject all of the responses to the solicitation.
  - d. Disqualify one or more vendor (s) as non-responsible and therefore ineligible for an award of contract.

Note: If the dollar amount of the lowest responsible response to the solicitation is such that the Board of Commissioners must approve the award of the contract, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding (a-d above).

**C. Protests or claims after the award of contract (to be utilized in the absence of contractual language governing protests or claims):**

1. The vendor must, submit a written notice of protest or claim to OHA's Contracting Officer within seven calendar days. The time period shall start the day immediately following the date of the incident on which the notice is based.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The Contracting Officer, with reasonable promptness (after obtaining the approval of HUD, if required), shall render a written decision to the vendor. Unless the vendor, within seven calendar days after the receipt of the decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
4. The Contracting Officer's decision shall be final unless the vendor has accomplished all of the following:
  - a. Given the notice of protest or claim within the proper time period, and
  - b. Signed a final release of all claims, other than those unsettled claims listed on the final release with their separately stated amounts, and
  - c. Brought suit against OHA (not later than one year after final payment, or in the absence of a final payment, within one year after a written request by OHA to the vendor to submit a final invoice or release) for a disposition of the protest or claim by a court of appropriate jurisdiction.

**Oakland Housing Authority**

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**CONTRACTING & PURCHASING PROCEDURES**

5. Whether or not the vendor presents a protest or claim to the Contracting Officer or takes exception to a decision of the Contracting Officer, the vendor, unless directed otherwise by the Contracting Officer, shall proceed with the work as directed.

**D. OHA record requirement:**

1. OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

# OAKLAND HOUSING AUTHORITY

## NOTICE OF PROTEST OR CLAIM

CLAIMANT: \_\_\_\_\_ DATE: \_\_\_\_\_

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

AGENT FILING: \_\_\_\_\_

PHONE: \_\_\_\_\_

Purchase Order No.:

Invoice No.:

Bid No.:

REASON FOR CLAIM OR PROTEST (ATTACH COPIES OF DETAIL DOCUMENTS IF ANY):

(OHA USE ONLY)

NOTIFICATION: \_\_\_\_\_

DATE RECEIVED STAMP

CONTRACTING OFFICER: \_\_\_\_\_

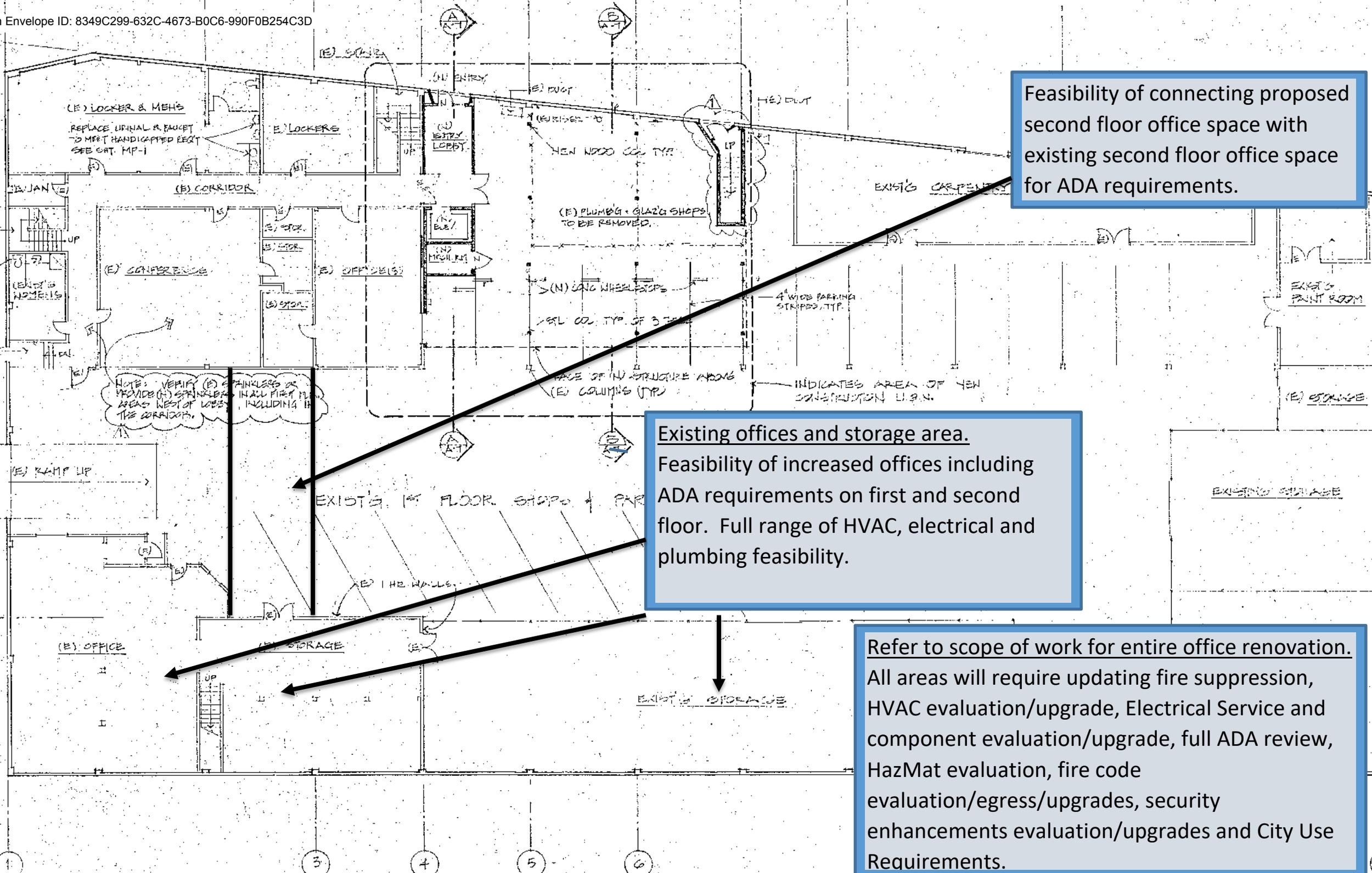
FILING DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

# ATTACHMENT N

As Built Plans Showing

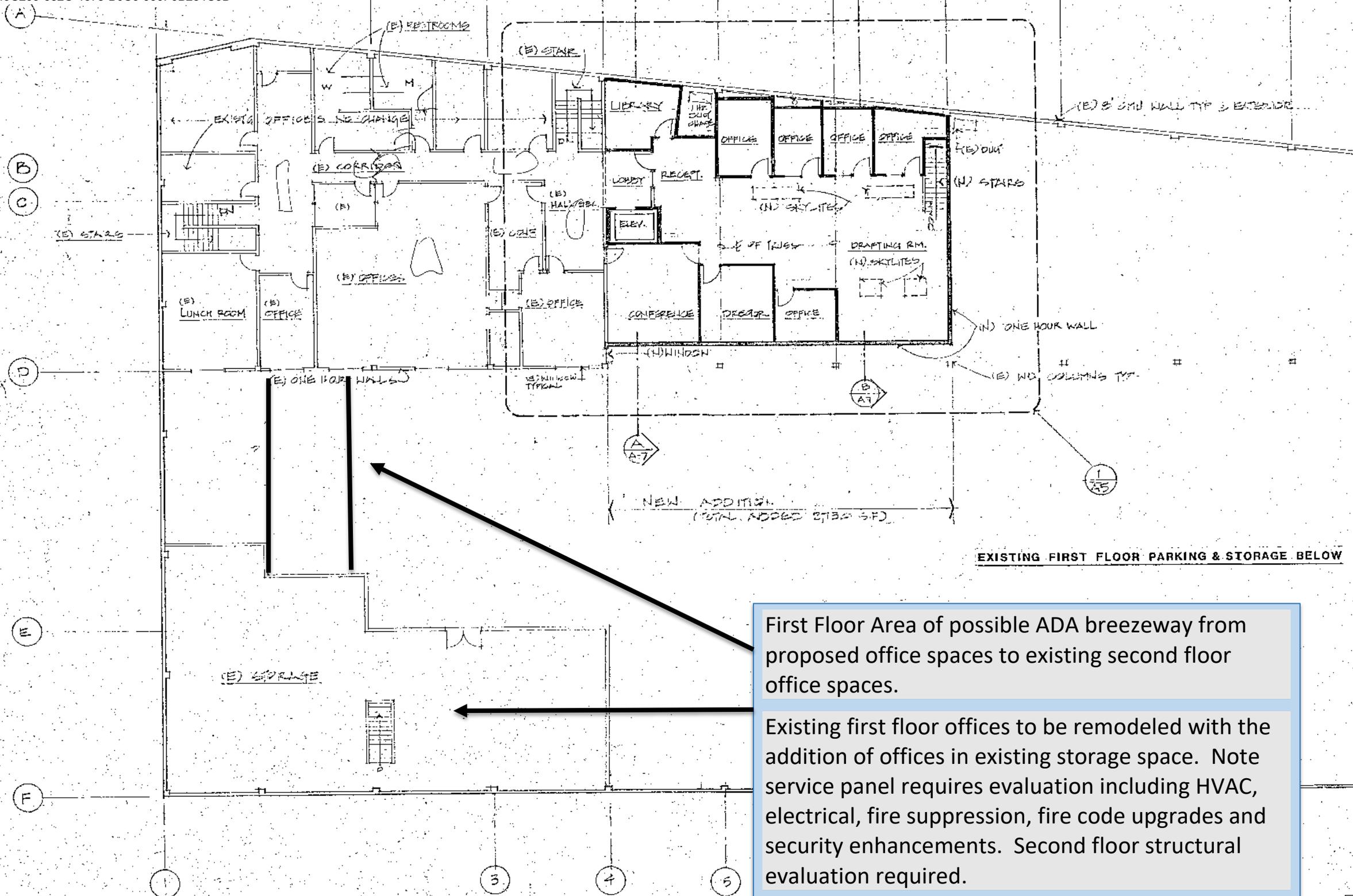
Areas of Renovation



Feasibility of connecting proposed second floor office space with existing second floor office space for ADA requirements.

Existing offices and storage area.  
 Feasibility of increased offices including ADA requirements on first and second floor. Full range of HVAC, electrical and plumbing feasibility.

Refer to scope of work for entire office renovation.  
 All areas will require updating fire suppression, HVAC evaluation/upgrade, Electrical Service and component evaluation/upgrade, full ADA review, HazMat evaluation, fire code evaluation/egress/upgrades, security enhancements evaluation/upgrades and City Use Requirements.



First Floor Area of possible ADA breezeway from proposed office spaces to existing second floor office spaces.

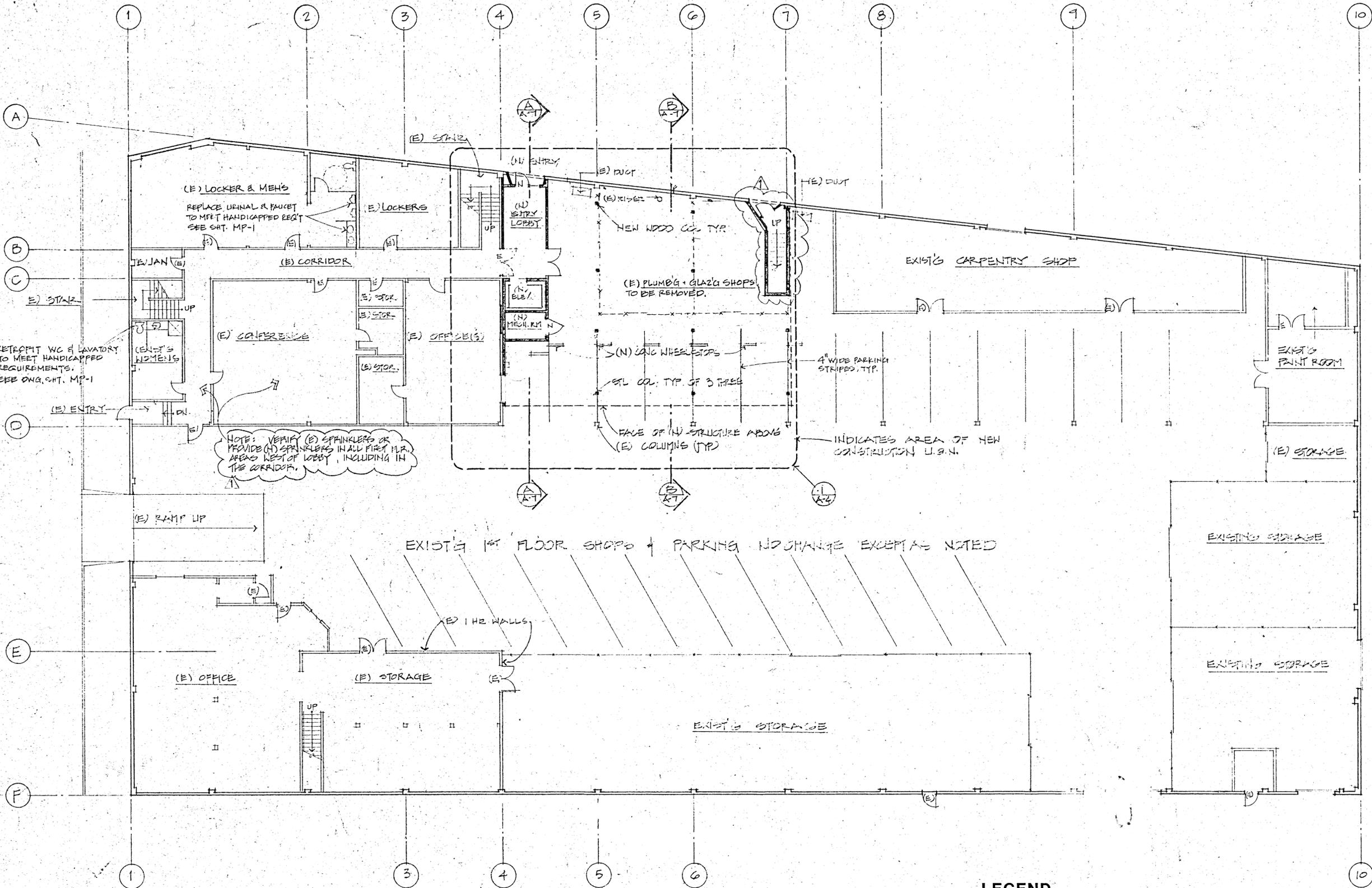
Existing first floor offices to be remodeled with the addition of offices in existing storage space. Note service panel requires evaluation including HVAC, electrical, fire suppression, fire code upgrades and security enhancements. Second floor structural evaluation required.

# ATTACHMENT O

As Built Warehouse Plans



3/20/11 - 50  
1/11/12 JBC  
1/30/11 JBC  
REVISION  
1/11/12 JBC  
1/30/11 JBC  
1/11/12 JBC  
1/30/11 JBC

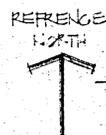


NOTE: VERIFY (E) SPRINKLERS OR PROVIDE (N) SPRINKLERS IN ALL FIRST FLR. AREAS WEST OF LOBBY, INCLUDING IN THE CORRIDOR.

RETROFIT WC & LAVATORY TO MEET HANDICAPPED REQUIREMENTS. SEE DWG. SHT. MP-1

(E) LOCKER & MEN'S  
REPLACE URINAL & FAUCET TO MEET HANDICAPPED REQ'T  
SEE SHT. MP-1

(N) CONC WHEELSTOPS  
4" WIDE PARKING STRIPES, TYP.  
INDICATES AREA OF NEW CONSTRUCTION U.S.N.



FIRST FLOOR PLAN 1"=10'-0"

**LEGEND**

=====	EXIST'G TO REMAIN
-----	EXIST'G TO BE REMOVED
-----	NEW CONSTRUCTION
(E)	EXISTING
(N)	NEW

REVISIONS	BY

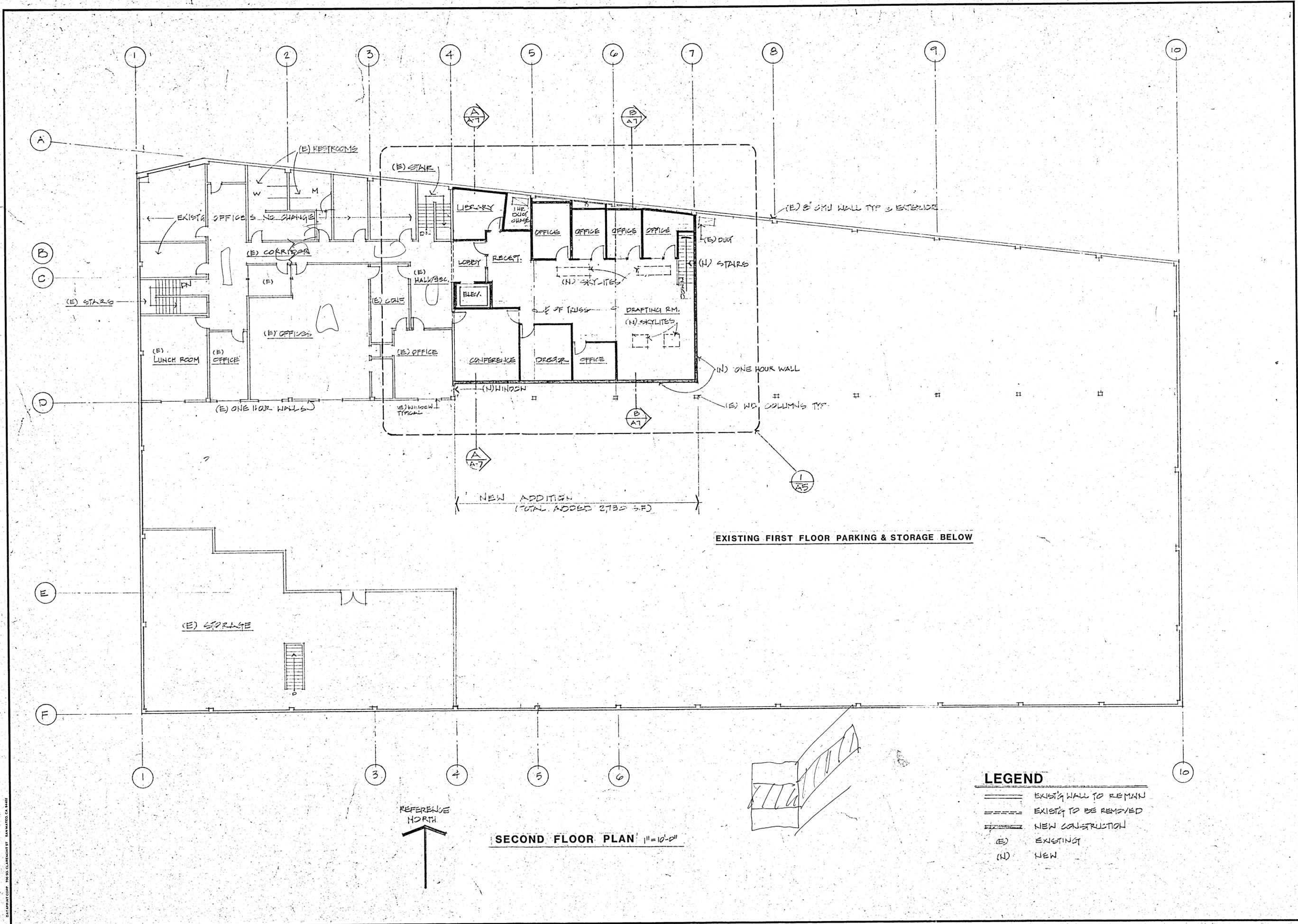
H.M. WU ASSOCIATES & GEORGE DEBEKIAN, AIA  
ASSOCIATED ARCHITECTS  
374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

OHA OAKLAND HOUSING AUTHORITY  
519 Harrison Street  
Oakland, California 94612  
415) 874-1500

SERVICE CENTER  
REMODEL  
1180 25TH AVE. OAKLAND

DATE	8-11
SCALE	1/8"=1'-0"
DRAWN	
JOB	
SHEET	

A-2  
OF SHEETS



SECOND FLOOR PLAN 1" = 10'-0"

**LEGEND**

- ===== EXIST'G WALL TO REMAIN
- EXIST'G TO BE REMOVED
- ===== NEW CONSTRUCTION
- (E) EXISTING
- (N) NEW

REVISIONS	BY

H.M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA  
 ASSOCIATED ARCHITECTS  
 374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

**OHA** OAKLAND HOUSING AUTHORITY  
 619 Harrison Street  
 Oakland, California 94612  
 (415) 874-1500

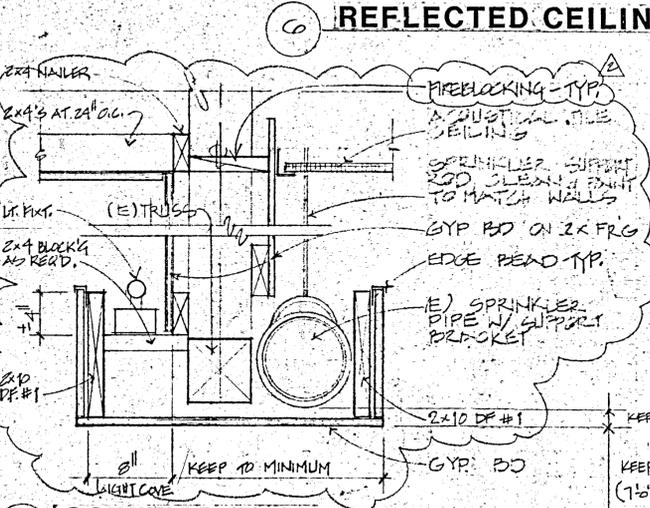
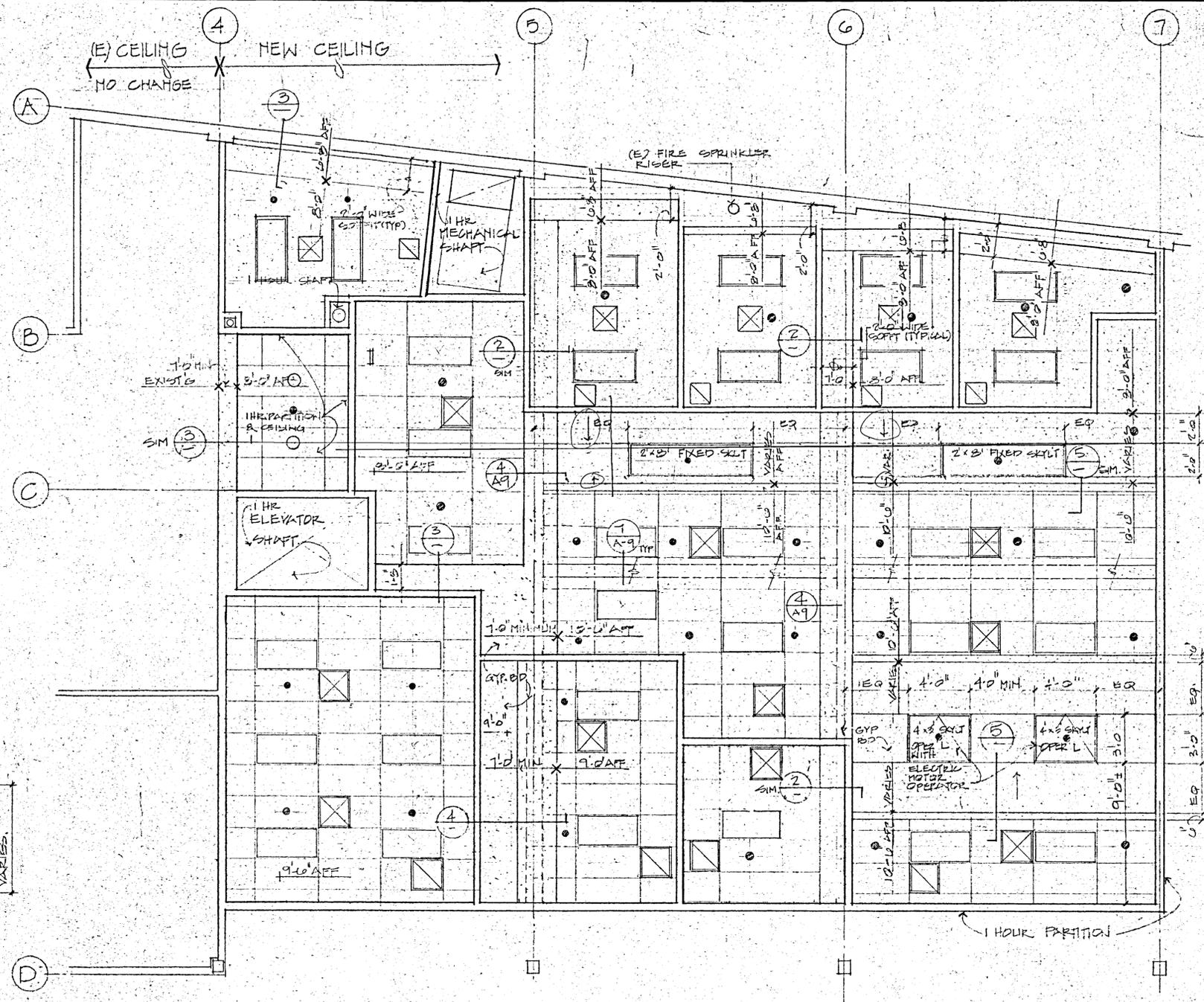
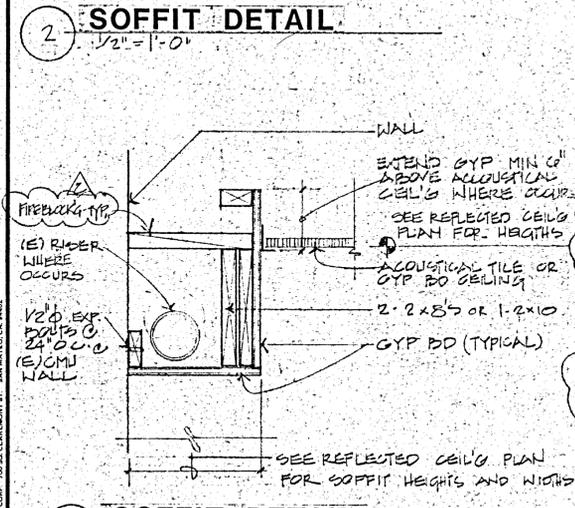
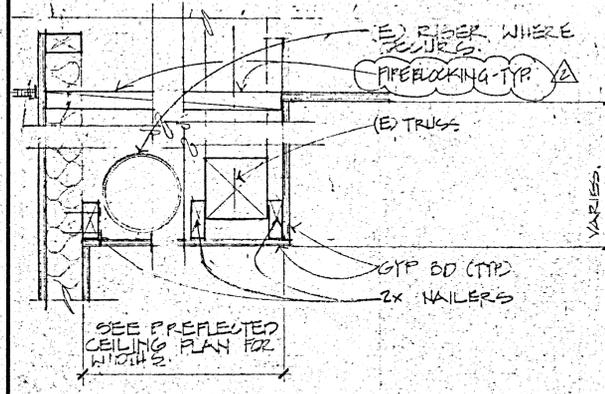
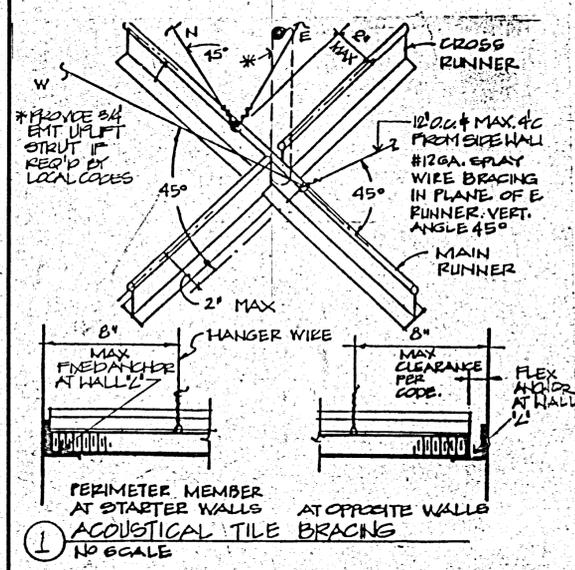
SERVICE CENTER  
 REMODEL  
 1180 25TH AVE. OAKLAND

DATE	8-14-72
SCALE	AS SHOWN
DRAWN	
JOB	C1104
SHEET	
OF	A-3



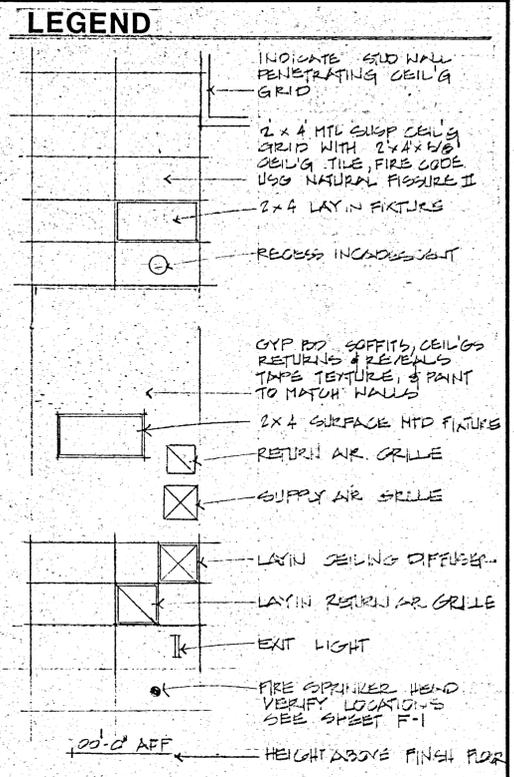


11/1/92  
 E.D.M.  
 J.M.H.  
 10/22/92  
 10/22/92  
 10/22/92

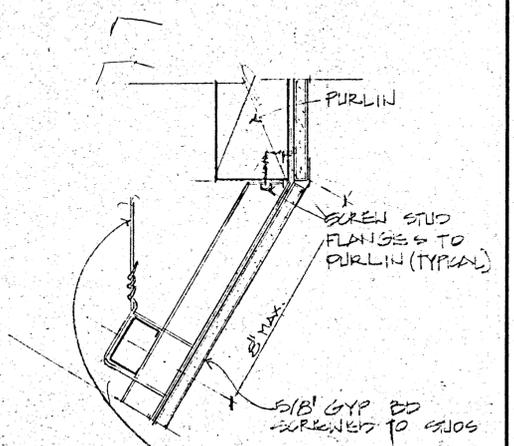


**FURRING NOTES:**

- PROVIDE THE NECESSARY FURRING TO CLEAR TRUSS BOLTS & PLATE.
- UNLESS OTHERWISE NOTED MINIMUM HEAD HEIGHT SHALL BE 1'-0" AFF. (SOFFITS) MAXIMIZE HEAD HEIGHTS ABOVE FINISH FLOOR.



**NOTE:**  
 VERIFY LOCATIONS OF LIGHT FIXTURES, CEILING REGISTER & GRILLES ON MECHANICAL & ELECTRICAL PLAN. REPORT CONFLICTS TO ARCHITECT.



REVISIONS	BY
8-15-92	
10-02-92	AJM

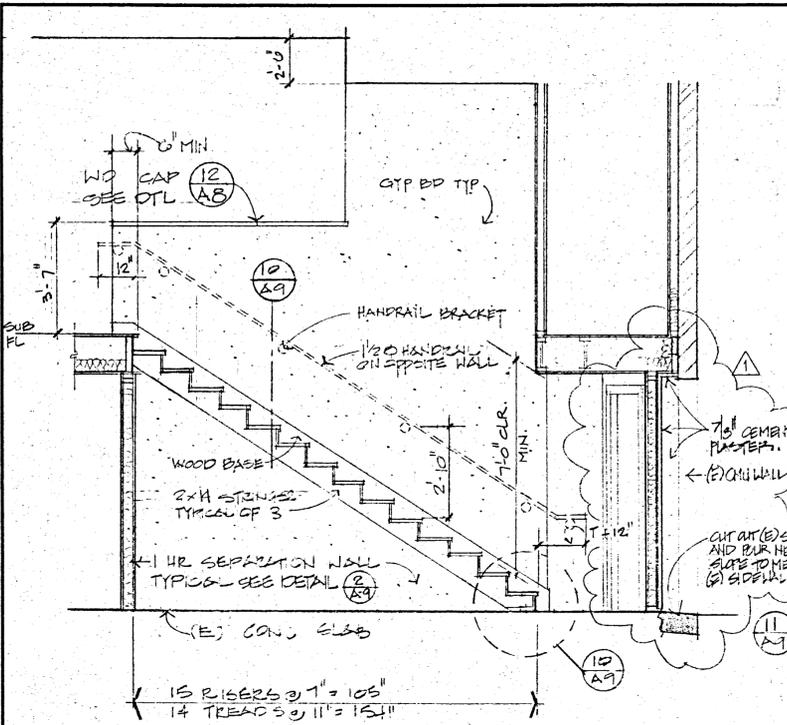
  

H. M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA	ASSOCIATED ARCHITECTS
180 25TH AVE. OAKLAND	374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118
1419 Harrison Street	Oakland, California 94612
(415) 874-1500	

SERVICE CENTER	REMODEL
DATE	8-14-92
SCALE	1/2" = 1'-0"
DRAWN	
JOB	9104
SHEET	A-6
OF	SHEETS

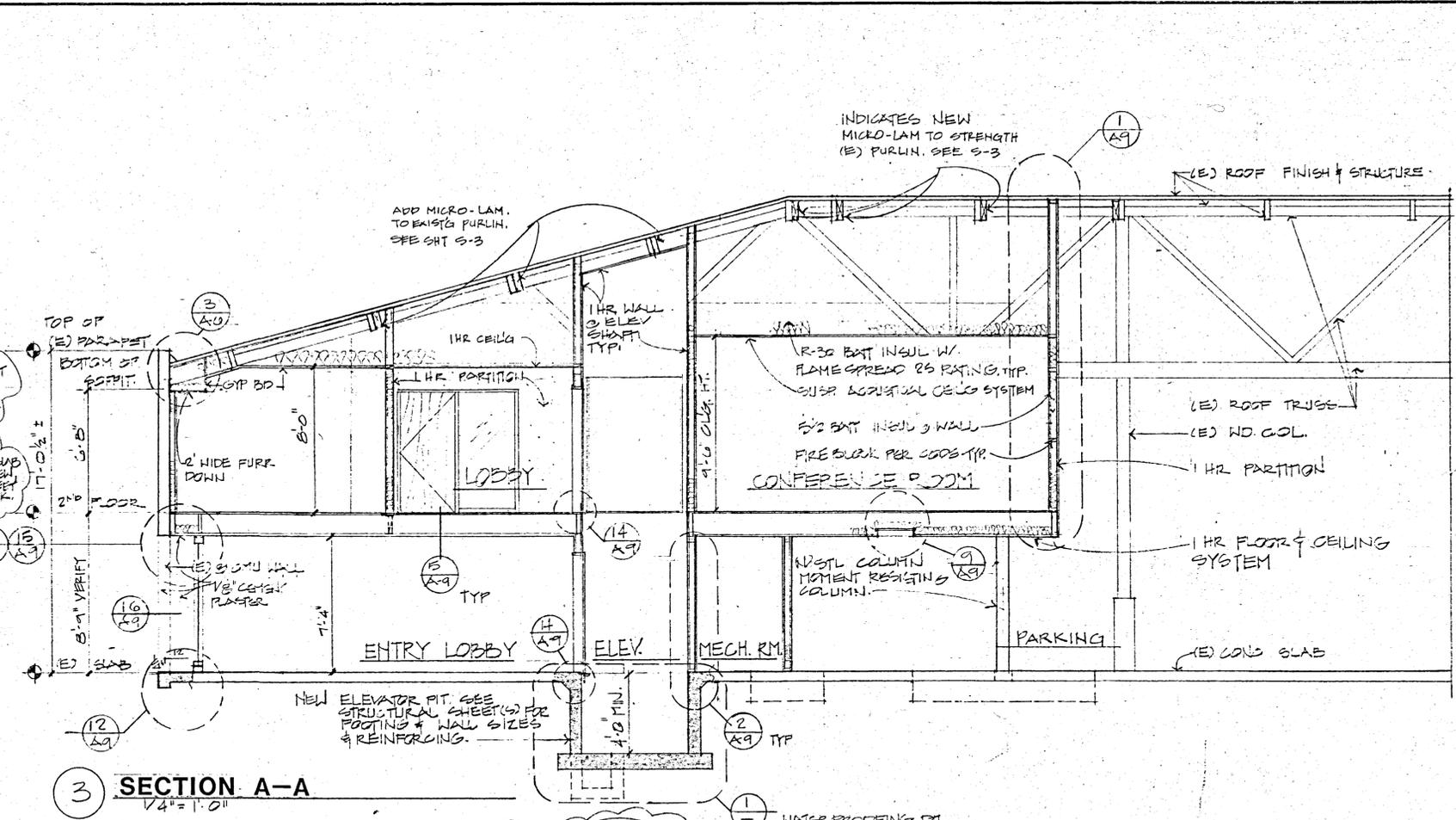
1/23/91  
 1/3  
 6/10/92  
 12/24/91  
 12/30/91



**2 STAIR SECTION C-C**  
 3/8" = 1'-0"

**NOTE: ELEVATOR PIT FLOOR**

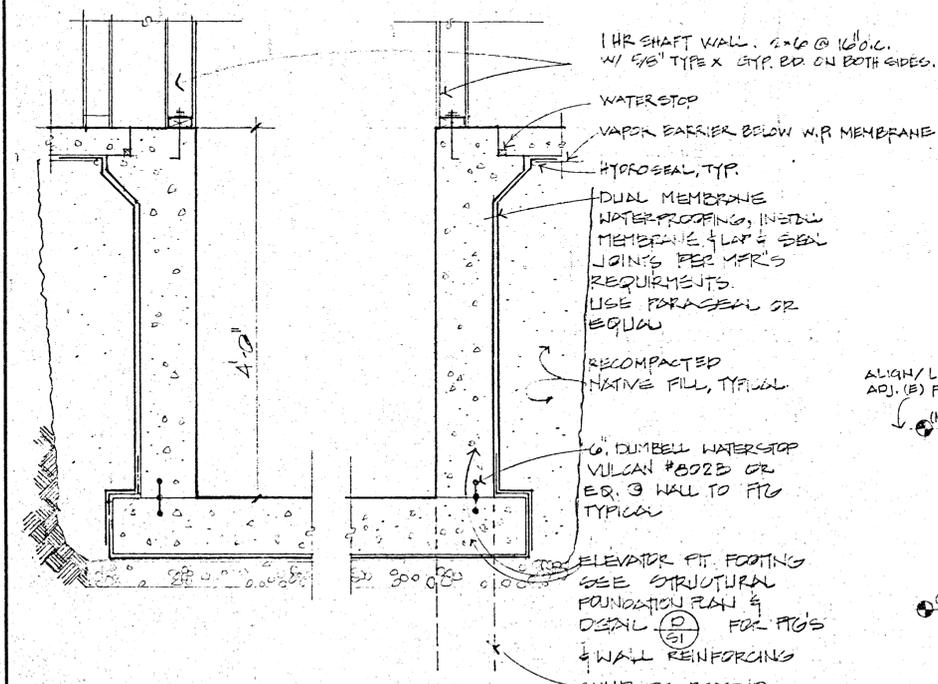
- (1) PIT DEPTH TO BE 13/4' SURFACE OF PIT FLOOR BENEATH CYLINDER & BUFFER STAND TO BE FLAT & LEVEL WITHIN 1/8" FULL WIDTH OF PIT.
- (2) FINISH FLOOR TO FINISH FLOOR RISE TOLERANCE IS +0" AND -1".
- (3) VERIFY SHFT. SIZE REQ. W/ ELEVATOR MFR.



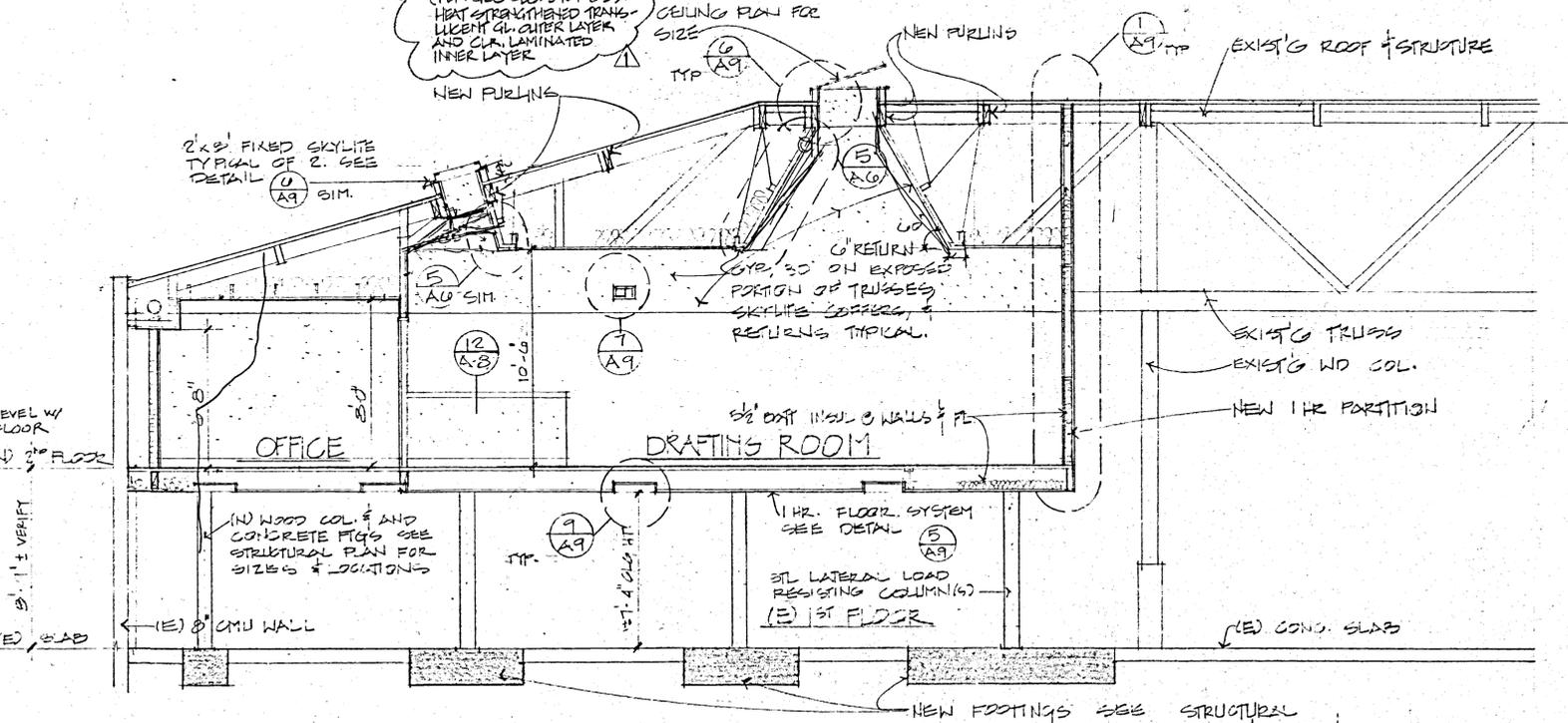
**3 SECTION A-A**  
 1/4" = 1'-0"

**NOTE: SKYLITS.**  
 NEW UNITS TO BE DUAL GLAZED AS FOLLOWS (PER UBC SEC. 2401.05): HEAT STRENGTHENED TRANSLUCENT GL. OUTER LAYER AND CL. LAMINATED INNER LAYER.

NEW OPERABLE SKYLITE SEE CEILING PLAN FOR SIZE.



**1 WATERPROOFING DETAIL AT ELEVATOR PIT**  
 1" = 1'-0"



**4 SECTION B-B**  
 1/4" = 1'-0"

REVISIONS	BY
10-02-92	AP

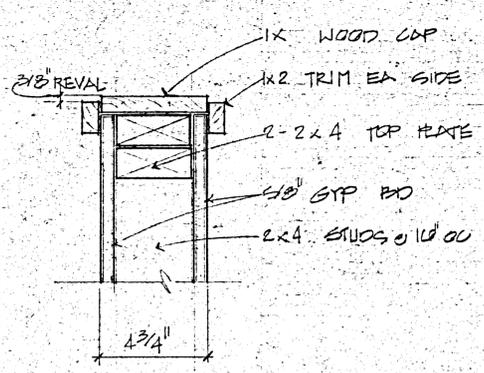
H.M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA  
 ASSOCIATED ARCHITECTS  
 374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

OHA OAKLAND HOUSING AUTHORITY  
 1619 Harrison Street  
 Oakland, California 94612  
 (415) 874-1500

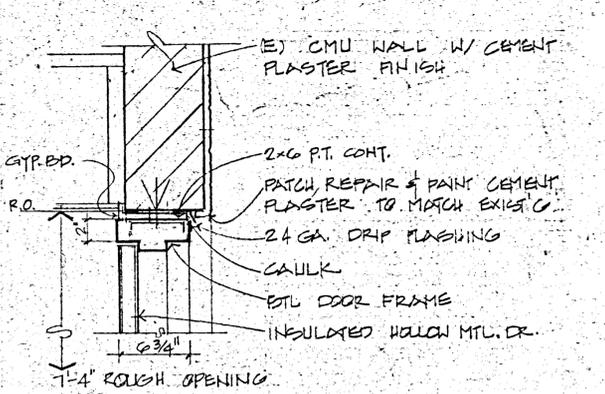
SERVICE CENTER  
 REMODEL  
 1180 25TH AVE. OAKLAND

Date 8-14-92  
 Scale AS NOTED  
 Drawn  
 Job 9102  
 Sheet  
**A-7**  
 Of Sheets

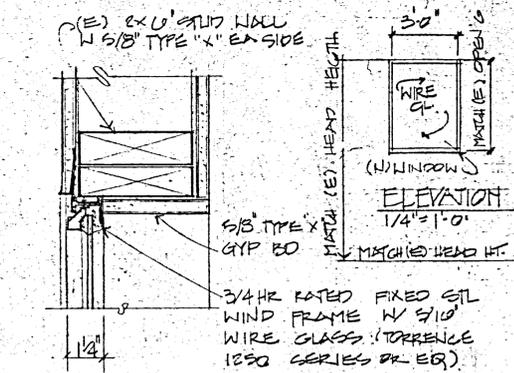
1/14/92  
DTL  
PROJECT  
1/11/92  
REVISED  
WLE &  
ROR SLD



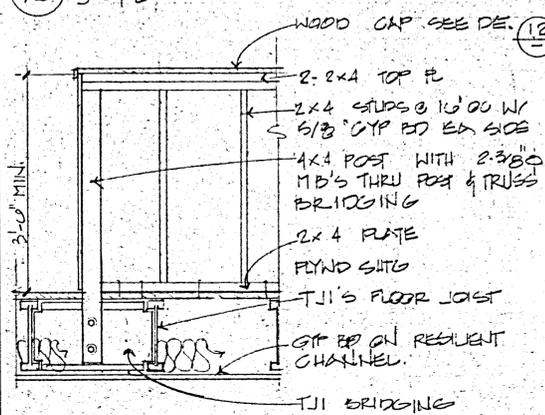
12) WD CAP DETAIL  
3/4" = 1'-0"



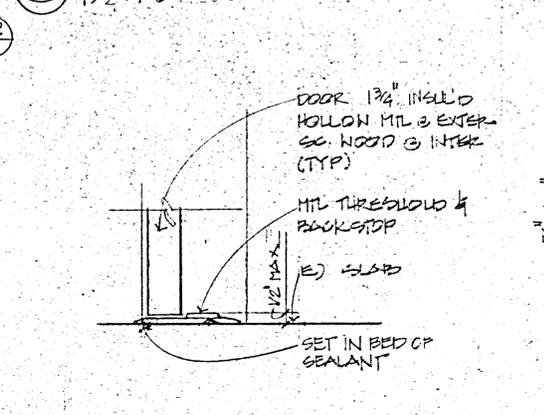
8) HEAD/JAMB DTL.  
1/2" = 1'-0"



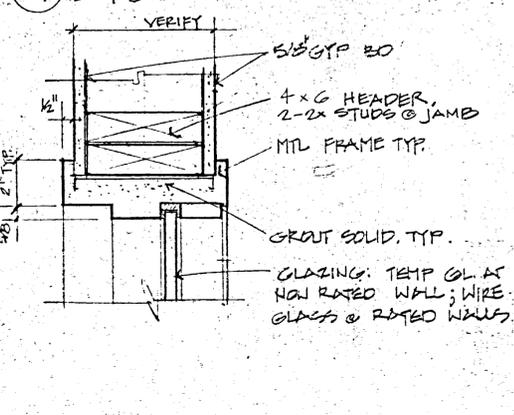
4) HEAD DTL. (JAMB & SILL SIM)  
3/8" = 1'-0"



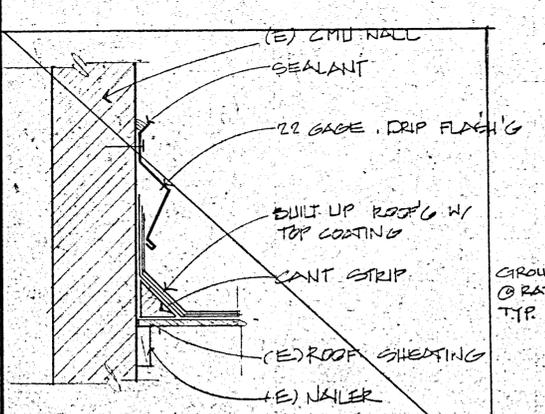
3) 1/2 WALL DTL @ STAIRS  
3/4" = 1'-0"



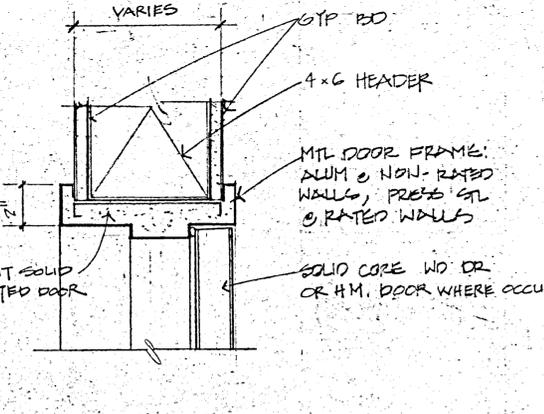
9) THRESHOLD DETAIL  
3/8" = 1'-0"



5) HEAD/JAMB DTL  
3/8" = 1'-0" U.G.N.



14) FLASH'G DETAIL (AS NEG.)  
1/2" = 1'-0"



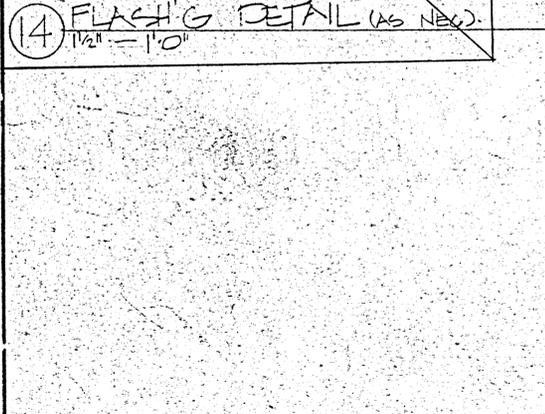
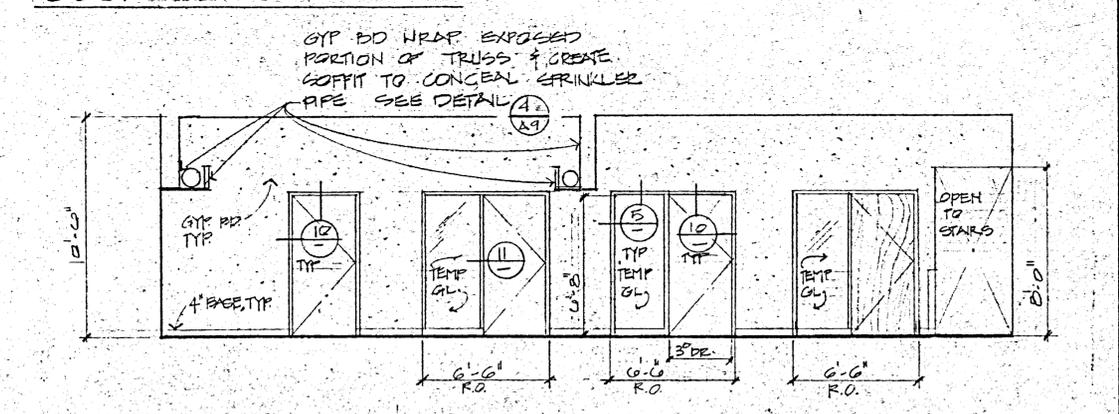
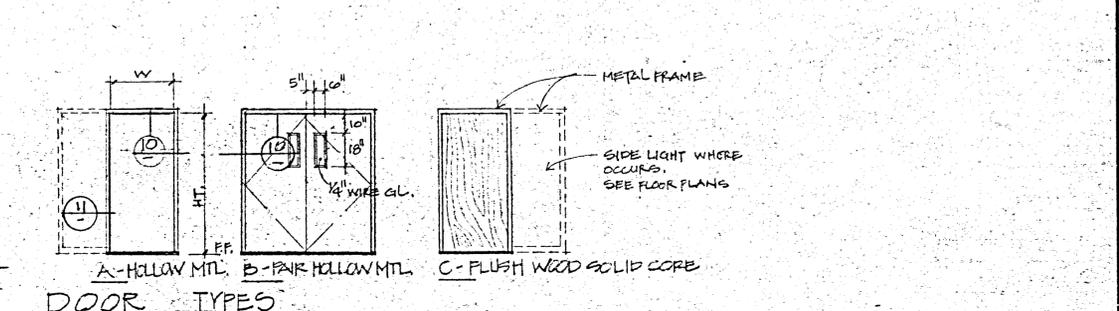
10) INT. DOOR FRAME TYP.  
3/8" = 1'-0" U.G.N.



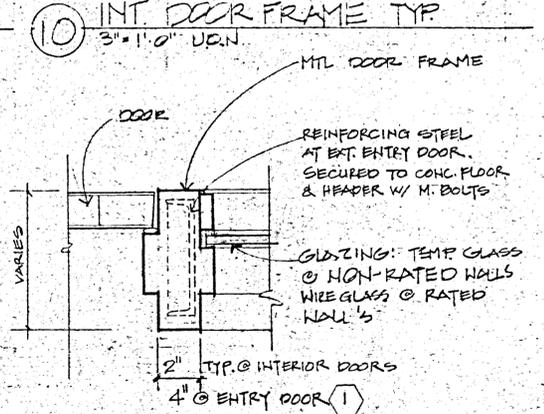
7) SILL DETAIL  
3/8" = 1'-0"

DOOR SCHEDULE										
MARK NUMBER	W.	HT.	TH.	MT.	TYPE	FINISH	FRAME	HDLIE	FIRE GROUP RATING	REMARKS
ENTRY	1	7'-0"	7'-0"	1 3/4"	HM	A	P	STL	A	
LOBBY	2	2'-0"	6'-0"	1 3/4"	HM	D	P	STL	F	1 HR. PROVIDE ASTRAGAL W/ GASKET, INES 500 OR EQUAL
MECH RM	3	3'-0"	6'-0"	1 3/4"	HM	A	P	STL	C	
4TH STAIR	4	3'-0"	7'-0"	1 3/4"	HM	A	P	STL	B	
RECEPT.	5	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	C	20 MIN. PROVIDE INES 500 @ FRAME
LIBRARY	6	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
OFFICE#1	7	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
OFFICE#2	8	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
OFFICE#3	9	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
OFFICE#4	10	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
OFFICE#5	11	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
DIRECTOR	12	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	E	
CONFER	13	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	D	
CONFER	14	3'-0"	6'-0"	1 3/4"	WD	C	STAIN	STL	C	20 MIN. PROVIDE INES 500 @ FRAME

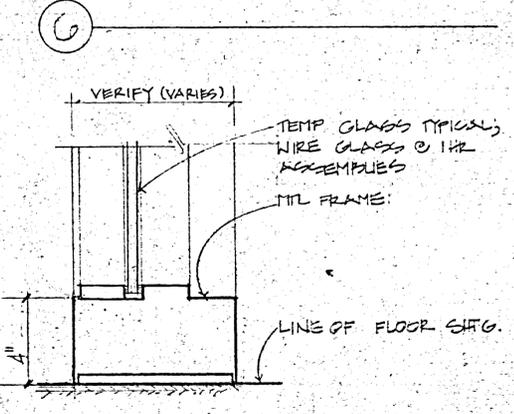
NOTES: 1. VERIFY R.O. & THICKNESS OF WALL AT SITE BEFORE FABRICATION OF DOOR/FRAME. P = PAINT STL = STEEL  
2. SEE SPECS FOR HARDWARE GROUPS



11) JAMB @ LITE  
3/8" = 1'-0"



1) CABINET ELEV @ LIBRARY  
1/4" = 1'-0"



3) DOOR @ 2ND FLOOR LOBBY  
1/4" = 1'-0"

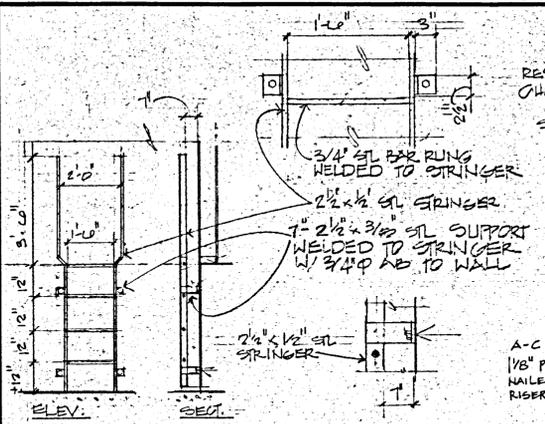
REVISIONS BY  
8-25-92

H.M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA  
ASSOCIATED ARCHITECTS  
374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

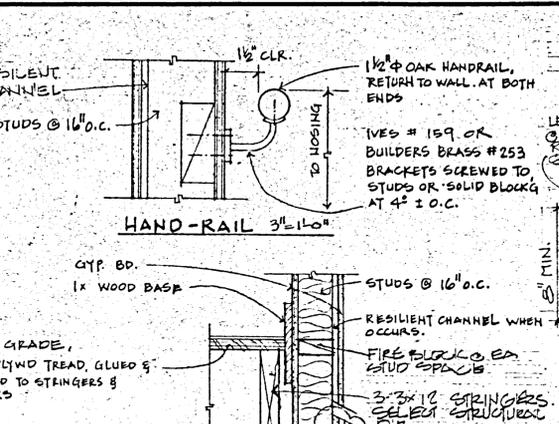
OAKLAND HOUSING AUTHORITY  
1180 25TH AVE. OAKLAND  
94612 (415) 874-1500

SERVICE CENTER  
REMODEL

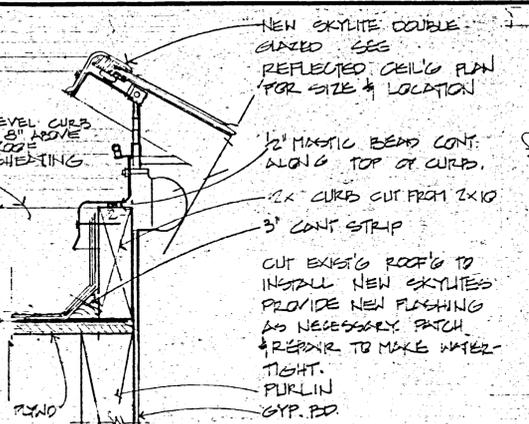
DATE: 8-14-92  
SCALE: AS NOTED  
DRAWN:  
JOB: 9104  
SHEET: A-8 OF SHEETS



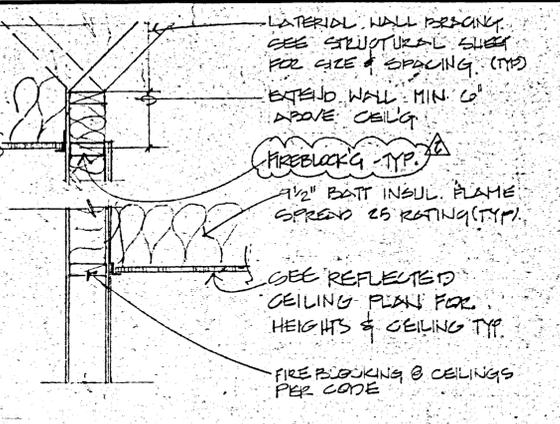
13 HOSTWAY LADDER DETL  
NO SCALE



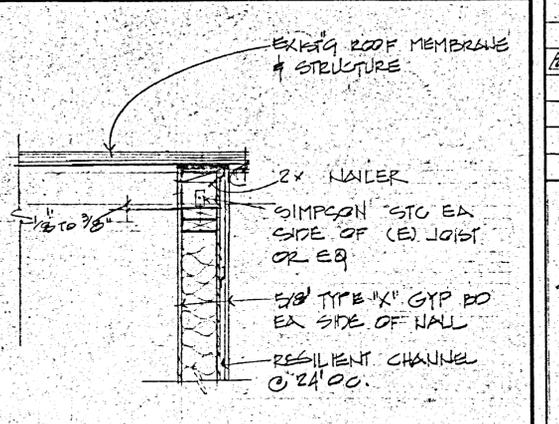
B HAND-RAIL 3/4"=1'-0"



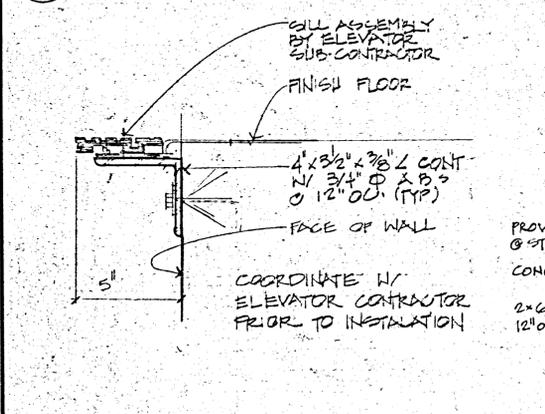
6 TYP SKYLITE DETAIL  
3/4"=1'-0"



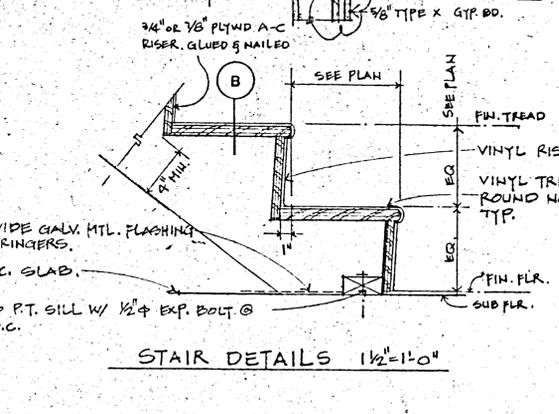
3 INTERIOR PART. (NON-RATED)  
1/2"=1'-0"



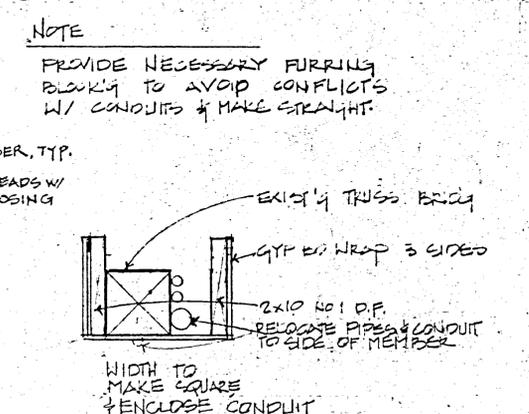
11 2ND FLOOR SEPARATION WALL (1 HR. TYP)  
1/2"=1'-0"



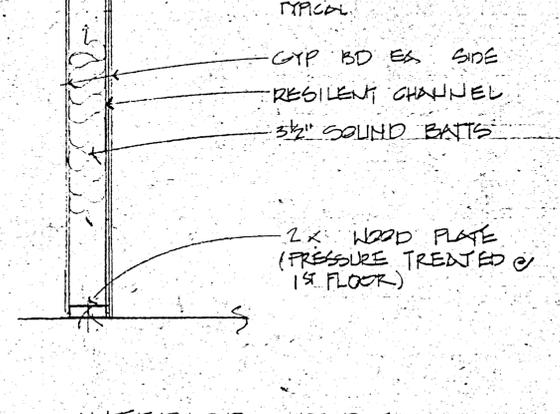
14 ELEVATOR SILL DETAIL  
3/4"=1'-0"



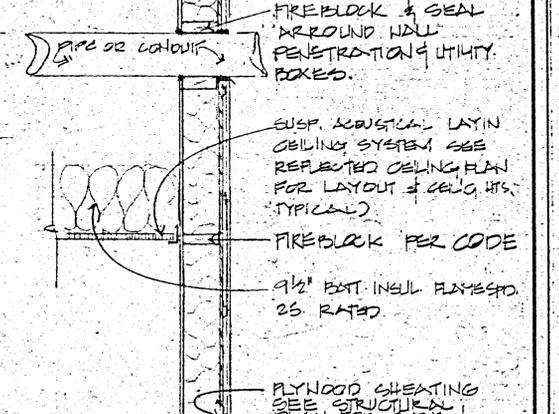
10 STAIR & HANDRAIL DETL'S  
AS NOTED



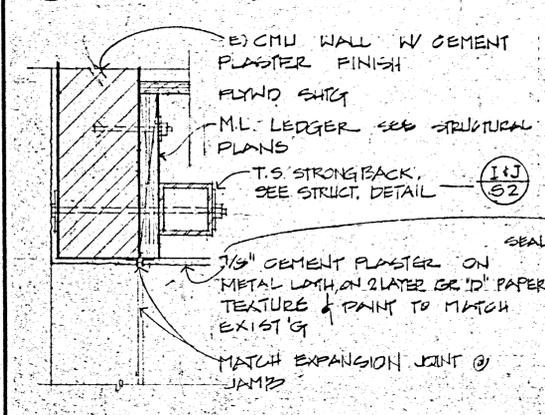
7 TRUSS BRIDG'G DETL  
1/2"=1'-0"



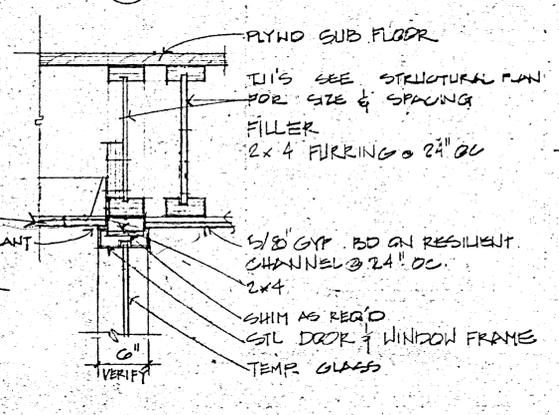
4 TRUSS DETL.  
1/2"=1'-0"



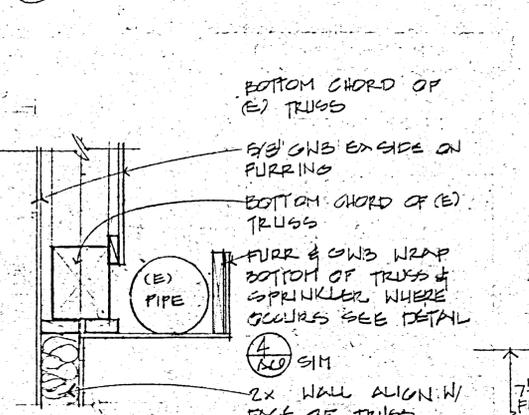
5 1 HR FLOOR SYSTEM  
1/2"=1'-0"



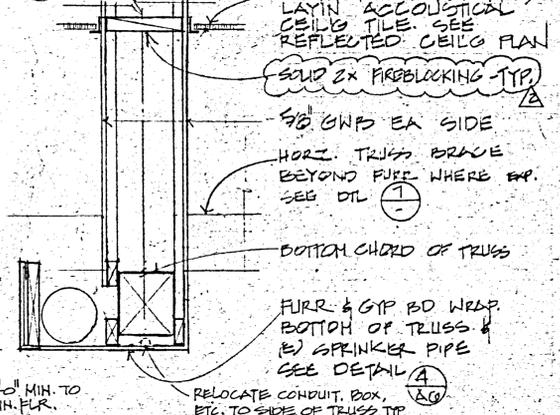
15 ENTRY DETAIL  
1/2"=1'-0"



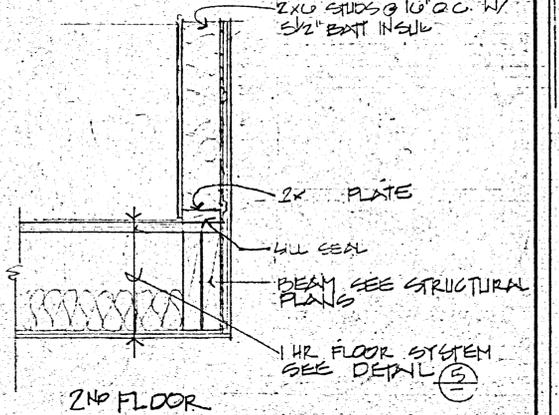
11 ENTRY DETAIL  
1/2"=1'-0"



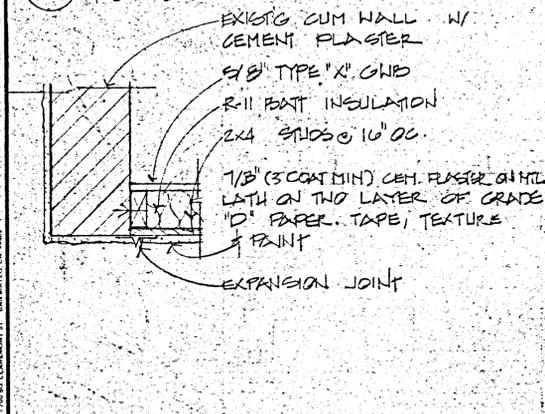
8 WALL TO TRUSS DETL.  
1/2"=1'-0"



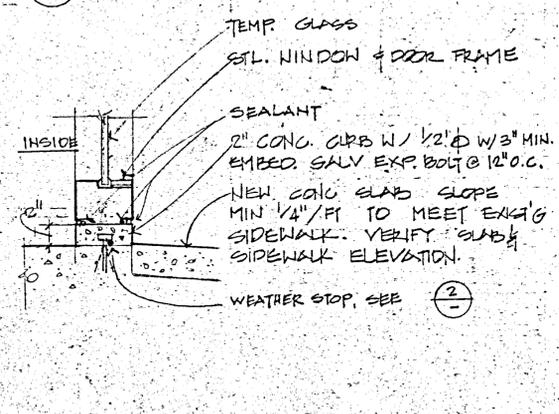
9 RECESSED LIGHT'G DETL  
1/2"=1'-0"



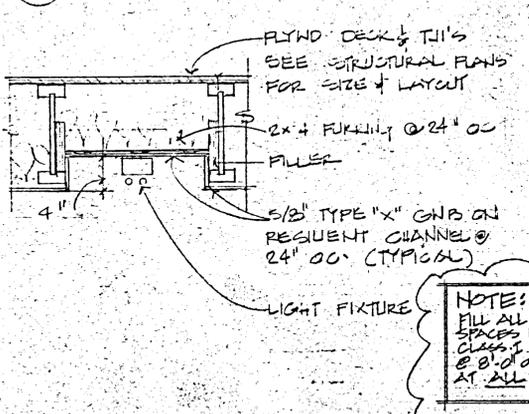
2 1 HR PARTITION  
1/2"=1'-0"



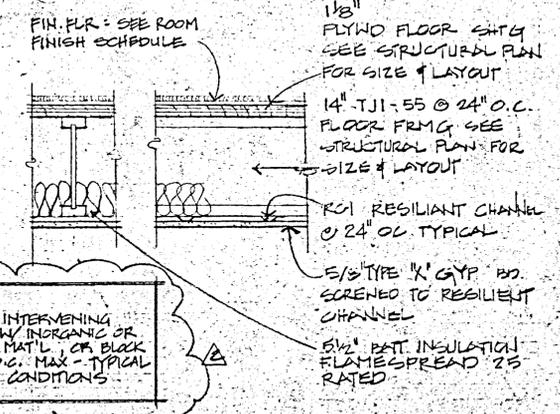
16 DETAIL STUD TO (E) CMU WALL  
1/2"=1'-0"



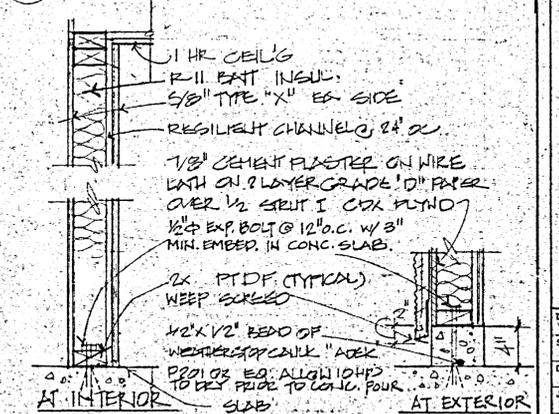
12 SILL DETL @ ENTRY  
1/2"=1'-0"



5 1 HR FLOOR SYSTEM  
1/2"=1'-0"



2 1 HR PARTITION  
1/2"=1'-0"



2 1 HR PARTITION  
1/2"=1'-0"

NOTE  
PROVIDE NECESSARY FURRING BLOCKS TO AVOID CONFLICTS W/ CONDUITS & MAKE STRAIGHT.

NOTE!  
FILL ALL INTERVENING SPACES W/ INORGANIC OR CLASS 1 MATHL OR BLOCK @ 2" O.C. MAX. TYPICAL AT ALL CONDITIONS.

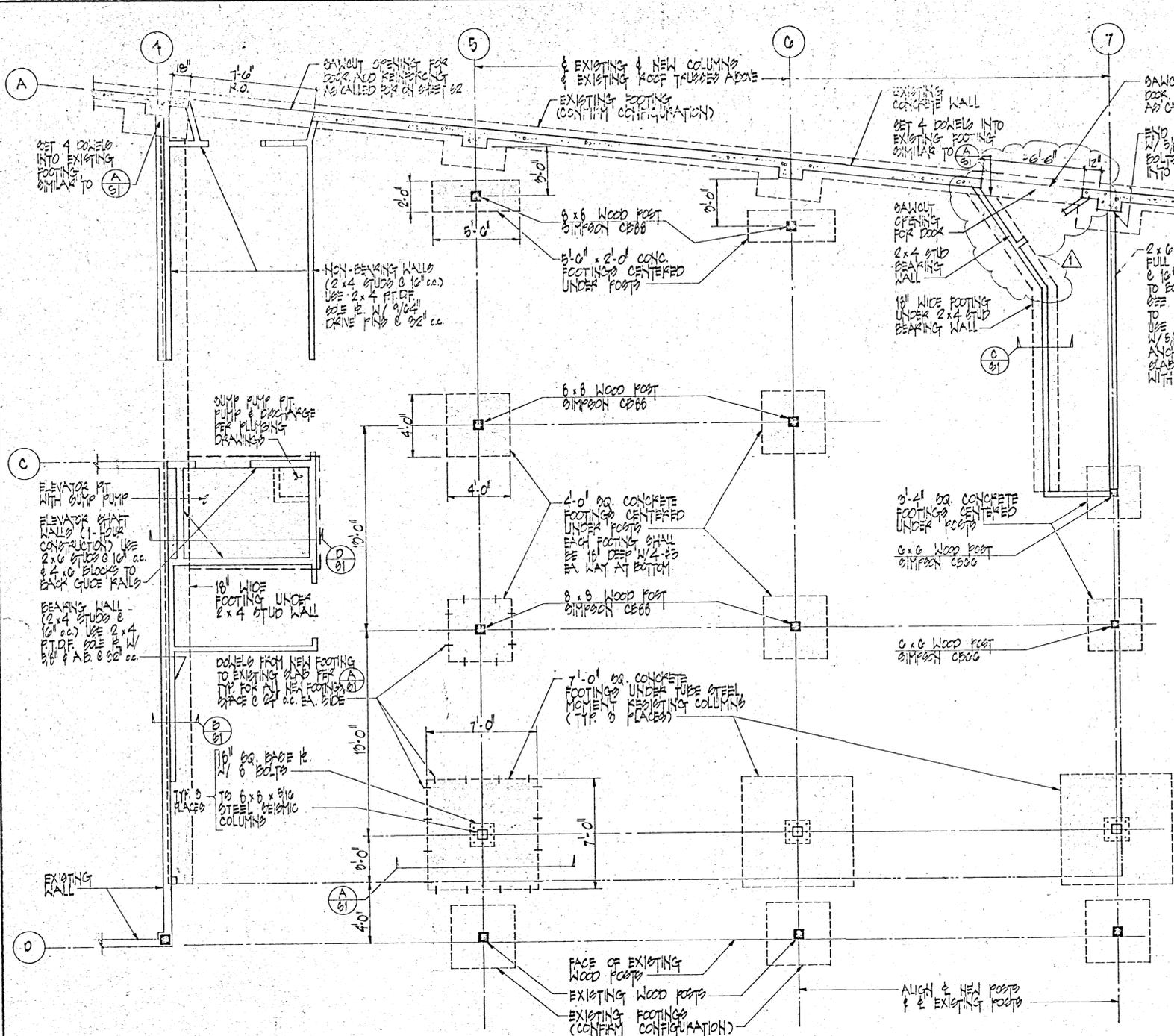
Table with columns for REVISIONS and BY, containing revision numbers and initials.

H. M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA  
ASSOCIATED ARCHITECTS  
374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

OAKLAND HOUSING AUTHORITY  
1519 Mission Street  
Oakland, California 94612  
(415) 874-1500

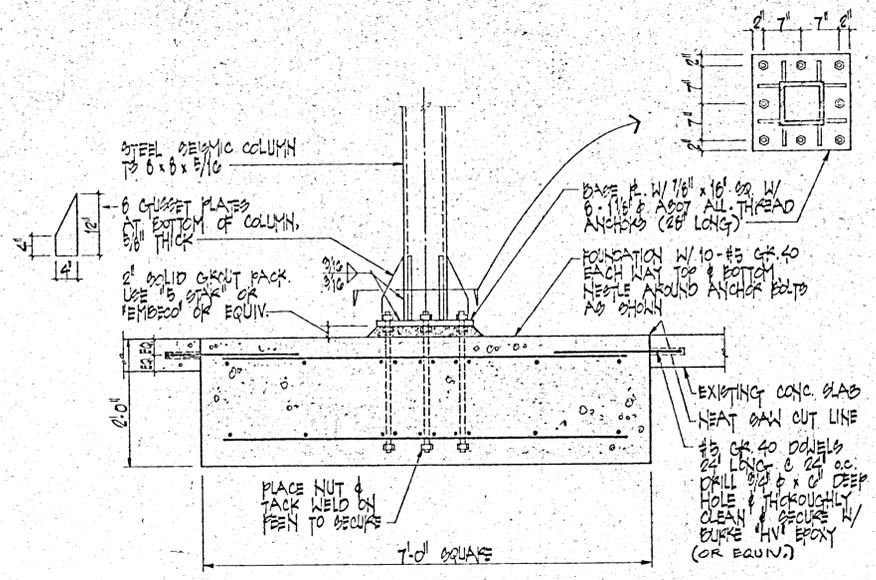
SERVICE CENTER  
REMODEL  
1180 25TH AVE. OAKLAND

Table with columns for DATE, SCALE, DRAWN, JOB, SHEET, and SHEETS, containing project information.

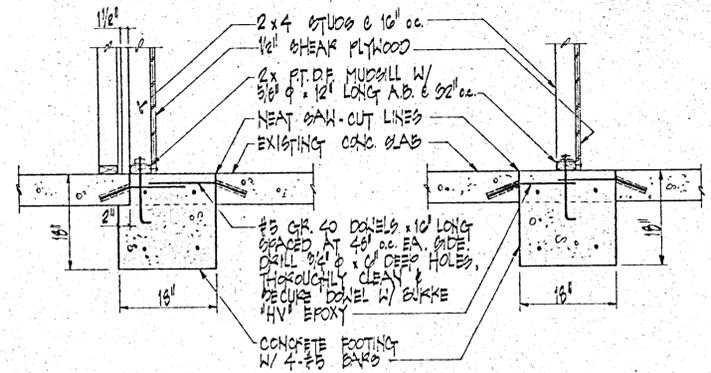


FOUNDATION PLAN AT ADDITION  
1/4" = 1'-0"

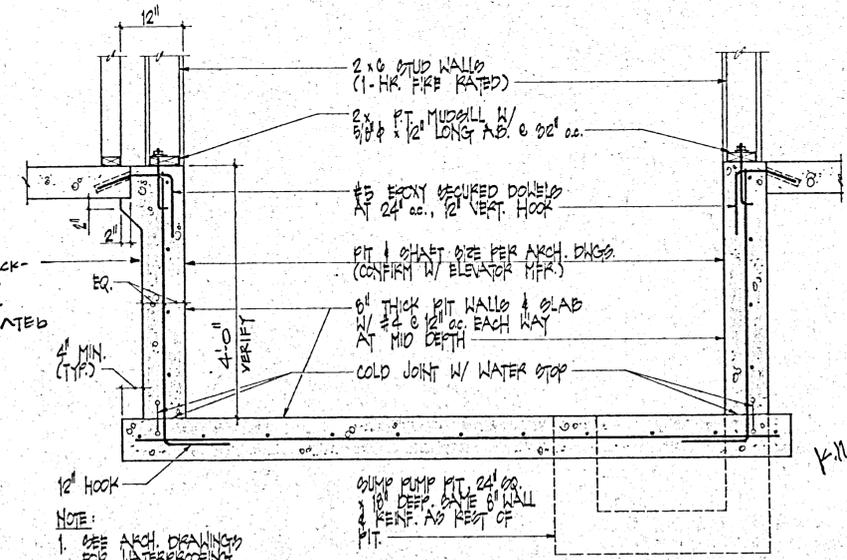
- NOTES:
1. COORDINATE DIMENSIONS AND LAYOUT WITH ARCHITECTURAL DRAWINGS.
  2. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
  3. SURFACE OF PIT FLOOR BENEATH CYLINDER AND BUFFER STAND TO BE FLAT & LEVEL TO WITHIN 1/8" FULL WIDTH OF PIT.
  4. IDENTIFY EXISTING UNDERGROUND UTILITY LINES BEFORE SAW CUTTING SLABS OR EXCAVATING FOR FOOTINGS.



SECTION A-B  
3/4" = 1'-0"



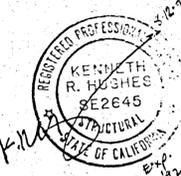
SECTION B-C  
3/4" = 1'-0"



SECTION AT ELEVATOR PIT  
3/4" = 1'-0"

OK TO LOOSE BACK-FORM FOR THIS WALL BUT USE PRESSURE TREATED FORM MATL.

- NOTE:
1. SEE ARCH. DRAWINGS FOR WATERPROOFING.
  2. SEE PLUMBING DRAWINGS FOR PUMP PUMP & DISCHARGE.



REVISIONS	BY
1	10-02-92 AMJ

H.M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA  
ASSOCIATED ARCHITECTS  
374 17TH STREET, OAKLAND, CA 94612 (415) 465-2110

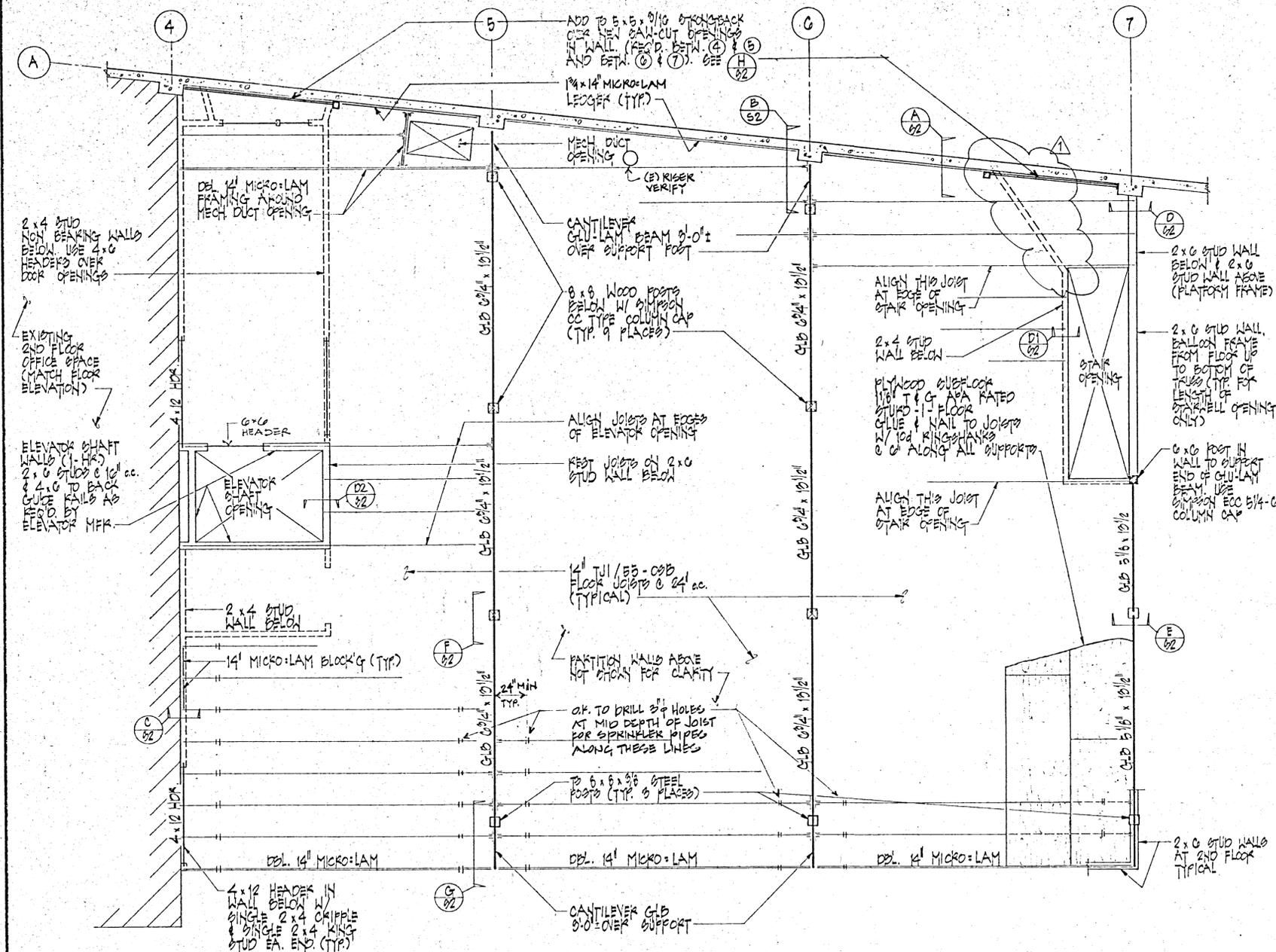
OAKLAND HOUSING AUTHORITY  
1619 Harrison Street  
Oakland, California 94612  
(415) 874-1500

SERVICE CENTER  
REMODEL  
1180 25TH AVE. OAKLAND

Structural Design By:  
Kenneth R. Hughes  
Structural Engineer  
47 Lafayette Circle, #266  
Lafayette, CA 94549  
(510) 284-2808

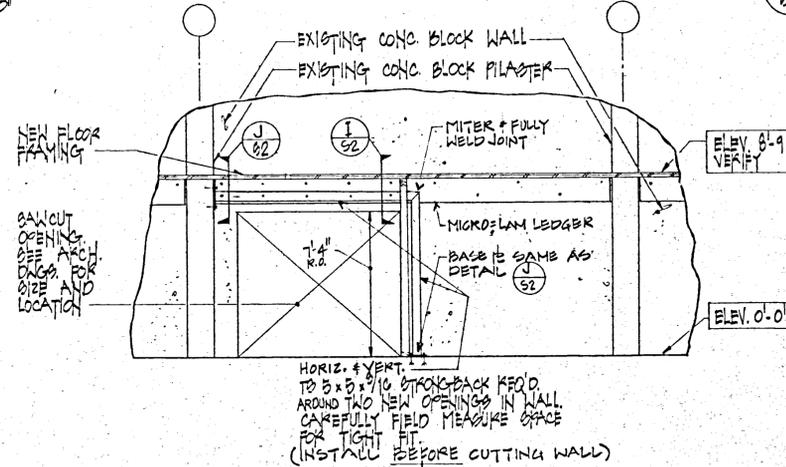
FOUNDATION  
PLAN  
SECTIONS

DATE 8-12-92  
SCALE 3/4" = 1'-0"  
DRAWN K.R.H.  
JOB 91113  
SHEET  
**S 1**  
OF SHEETS

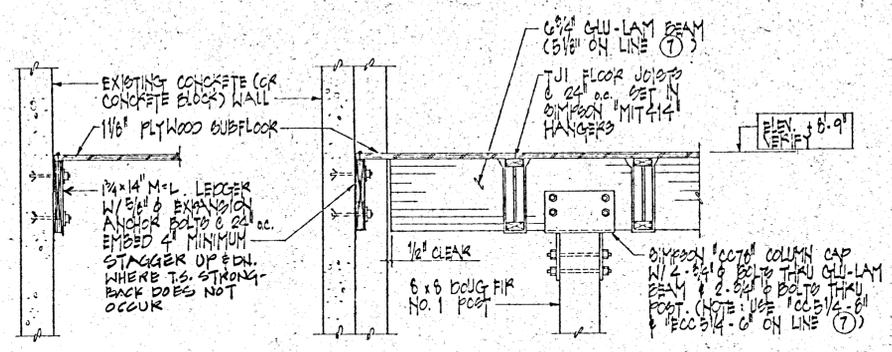


SECOND FLOOR FRAMING PLAN AT ADDITION  
1/4" = 1'-0"

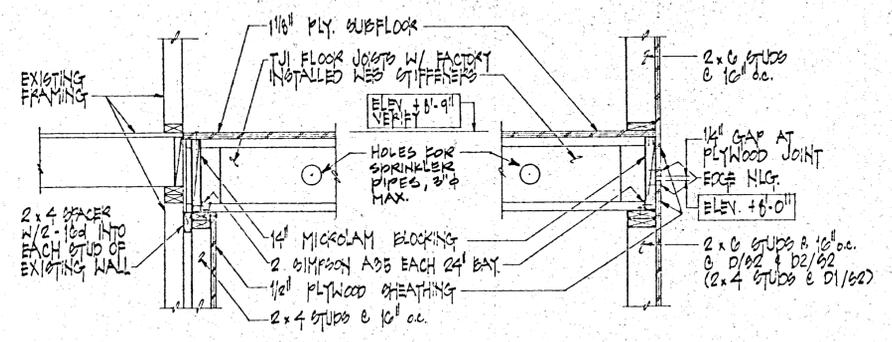
- NOTES:
1. ALL GLU-LAM CHECKS SHALL BE STESS COMBINATION 24F-V10, INDUSTRIAL APPEARANCE GRADE, FABRICATE GARDERS PLAT (E. W/ NO CARBON)
  2. SECOND FLOOR WALLS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS. HOWEVER, WALLS ALONG LINES (D) & (E) SHALL HAVE EXTERIOR SHEAR PLYWOOD AS SHOWN ON THESE STRUCTURAL DETAILS. ALL SECOND FLOOR WALLS SHALL BE BRACED AT THE TOP AS SHOWN ON SHEET 53.
  3. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
  4. TOP OF SECOND FLOOR SHEATHING SHALL BE APPROXIMATELY 8'-0" AS INDICATED. HOWEVER, ACTUAL HEIGHT OF FLOOR SHALL BE BASED ON ACCURATE MEASUREMENT OF EXISTING FLOOR AND MADE FLUSH.
  5. FLOOR JOIST SYSTEM SHALL BE A TRUSJOIST SYSTEM AS SHOWN OR APPROVED EQUIVALENT SYSTEM AS MFGK. BY STANDARD STRUCTURES OR OTHERS. (DESIGN LOAD - 45 psf DL / 50 psf LL)



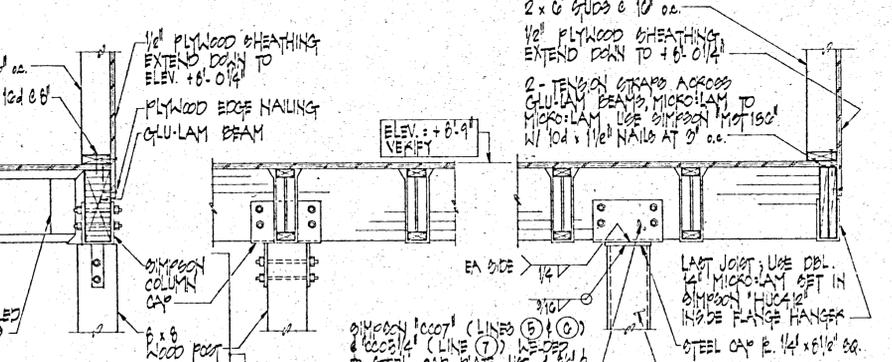
INTERIOR ELEVATION OF WALL W/ NEW OPENING  
1/4" = 1'-0"



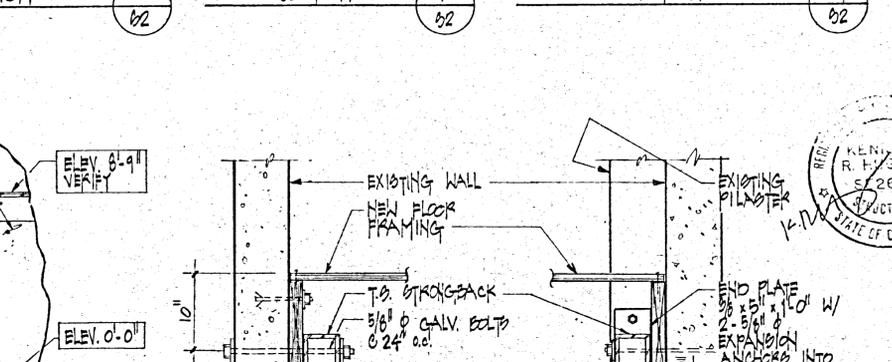
SECTION A  
3/4" = 1'-0" TP.



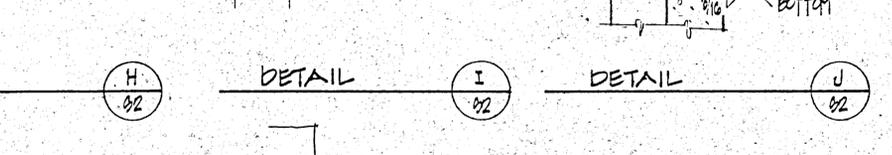
SECTION B  
3/4" = 1'-0" TP.



SECTION C  
3/4" = 1'-0" TP.



SECTION D  
3/4" = 1'-0" TP.



SECTION E  
3/4" = 1'-0" TP.

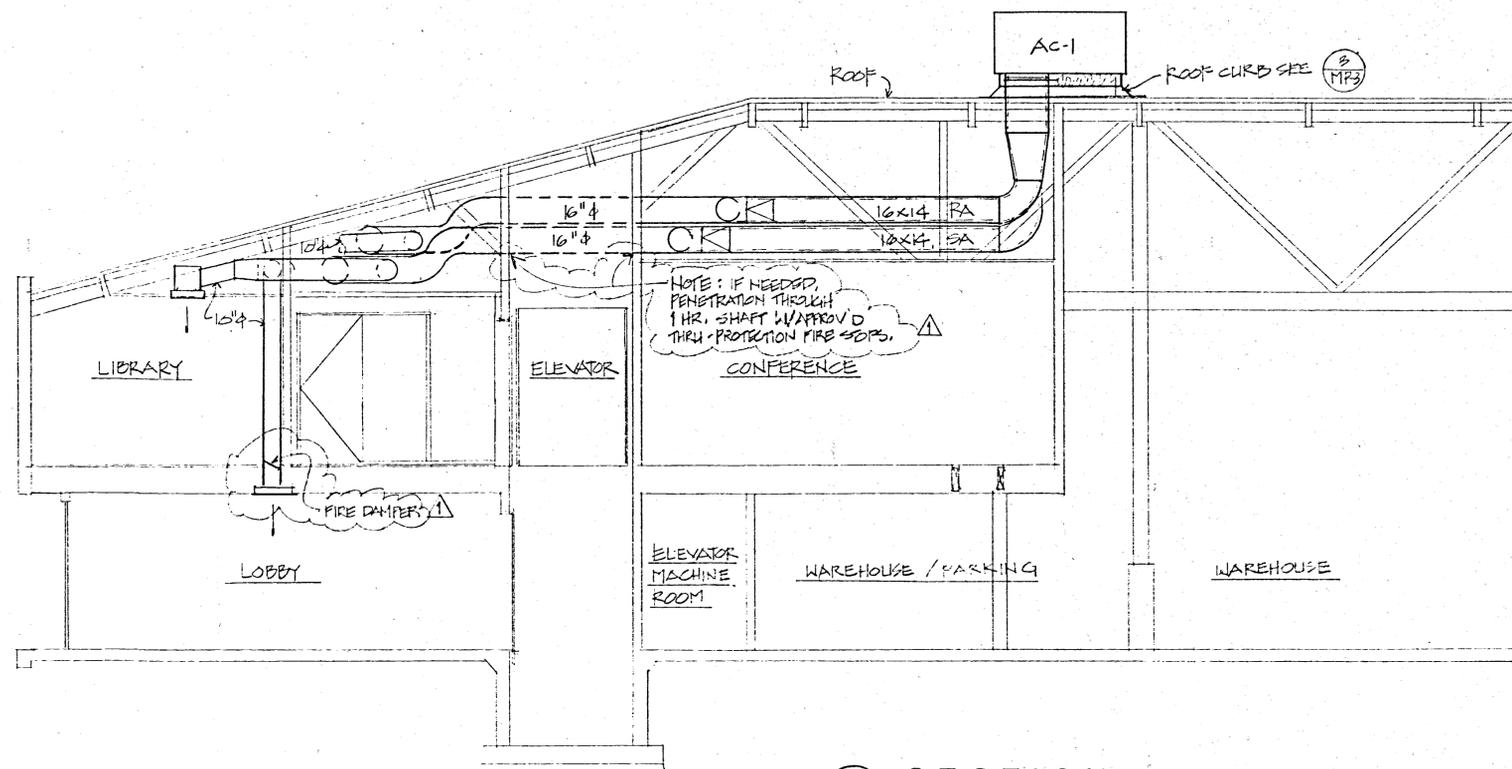
SECTION F  
3/4" = 1'-0" TP.

SECTION G  
3/4" = 1'-0" TP.

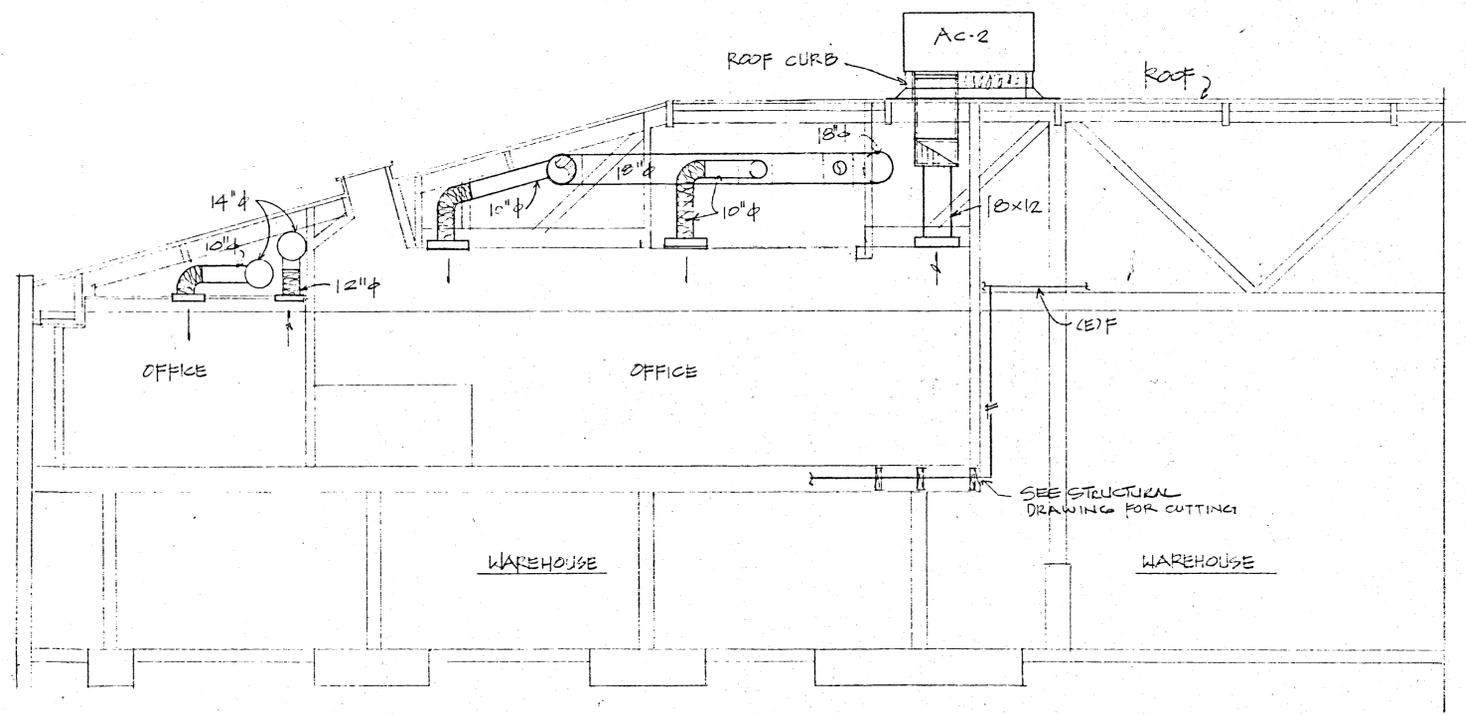




REVISIONS	BY
10-02-92	APF



**A SECTION**  
MP-2



**B SECTION**  
MP-2

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SERVICE CENTER  
REMODEL  
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MECHANICAL SECTIONS

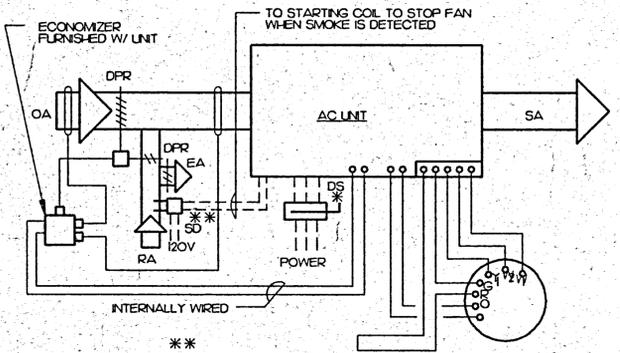
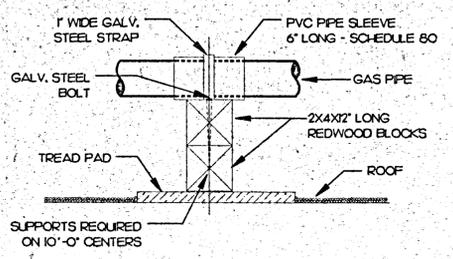
Date 8-14-92  
Scale 1/4" = 1'-0"  
Drawn  
Job

Sheet  
MP-2  
Of Sheets

HIGASH ASSOCIATES  
MECHANICAL ENGINEERS  
35 DORMAN AVE.  
PHONE 826-2808  
SAN FRANCISCO CALIFORNIA

**1** DETAIL - GAS LINE SUPPORT

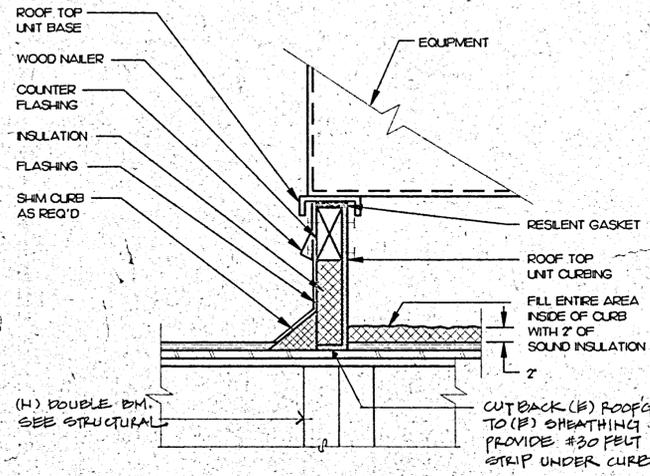
MP-3 SCALE: NONE



**2** CONTROL DIAGRAM

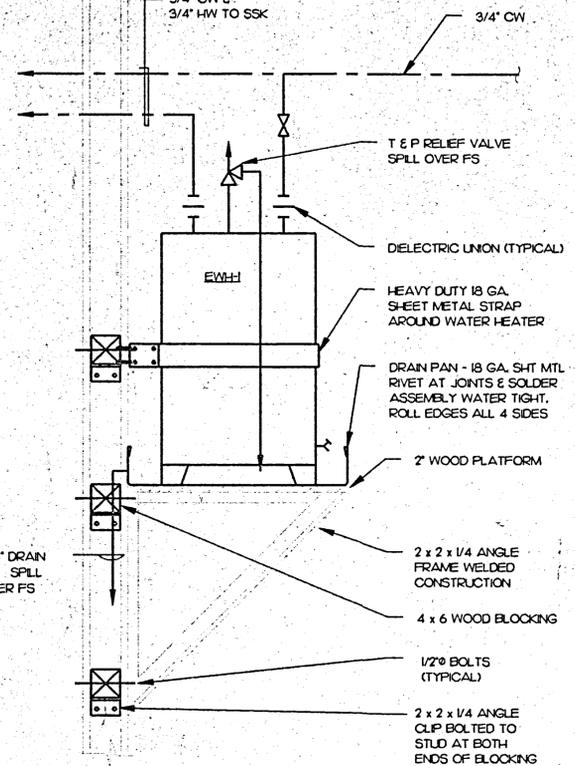
MP-3 SCALE: NONE

- CONTROL - HONEYWELL OR APPROVED EQUAL
- POWER & INTERLOCK WIRING UNDER ELECTRICAL SECTION
- \* FURNISHED & INSTALLED UNDER ELECTRICAL SECTION
- \*\* FURNISHED & INSTALLED UNDER MECHANICAL SECTION
- CONTROL WIRING UNDER MECHANICAL
- SD SELF CONTAINED DUCT MOUNTED SMOKE DETECTOR



**3** ROOF TOP UNIT W/ INTEGRAL CURB

MP-3 SCALE: NONE



**4** ELECTRIC WATER HEATER WALL SUPPORT DETAIL

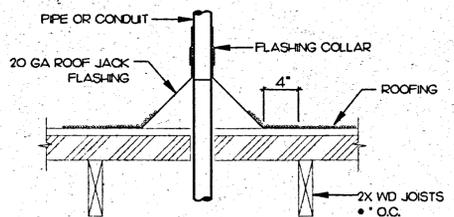
MP-3 SCALE: NONE

LEGEND

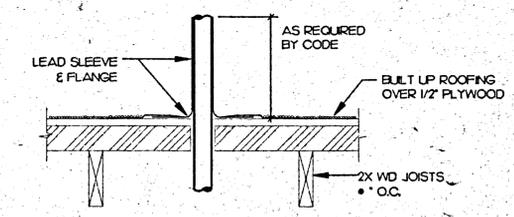
SYMBOLS	ABBREV.	DESCRIPTION
[Symbol]	AP	ACCESS PANEL
[Symbol]	AC	ACOUSTICALLY LINED DUCT
[Symbol]	CW	COLD WATER, DOMESTIC
[Symbol]	D	CONDENSATE DRAIN
[Symbol]	EA	EXHAUST AIR
[Symbol]	(ER)	EXISTING TO BE REMOVED
[Symbol]	FDR	FIRE DAMPER
[Symbol]	FC	FLEXIBLE CONNECTOR
[Symbol]	FCO	FLOOR CLEANOUT
[Symbol]	G	GAS PIPING
[Symbol]	GV	GATE VALVE
[Symbol]	HW	HOT WATER, DOMESTIC
[Symbol]	KCS	IN CEILING SPACE
[Symbol]	MD	MANUAL DAMPER
[Symbol]	N	NEW
[Symbol]	OA	OUTSIDE AIR
[Symbol]	PF	PLUG FITTING
[Symbol]	R	RELOCATE EXISTING
[Symbol]	RA	RETURN AIR
[Symbol]	RL	REFRIGERANT LIQUID LINE
[Symbol]	RS	REFRIGERANT SUCTION LINE
[Symbol]	SA	SPIN-IN FITTING
[Symbol]	SA	SUPPLY AIR
[Symbol]	TV	THERMOSTAT
[Symbol]	UCD	TURNING VANES UNDER CUT DOOR
[Symbol]	V	VENT, SANITARY
[Symbol]	W	SANITARY SEWER
[Symbol]	W	EXISTING TO REMAIN
[Symbol]	W	CONNECT TO EXISTING
[Symbol]	W	DISCONNECT & CAP
[Symbol]	SD	SMOKE DETECTOR

TITLE 24 NOTES

- THERMOSTATS SHALL BE CAPABLE OF BEING SET TO MAINTAIN SPACE TEMPERATURE SET POINTS FROM 55°F TO 85°F. THERMOSTATS SHALL BE ADJUSTABLE TO PROVIDE A TEMPERATURE RANGE OF UP TO 10°F BETWEEN FULL HEATING AND FULL COOLING BEING SUPPLIED. THERMOSTATS SHALL HAVE THE CAPABILITY OF TERMINATING ALL HEATING AT A TEMPERATURE NOT MORE THAN 70°F AND OF TERMINATING COOLING AT A TEMPERATURE NOT LESS THAN 78°F.
- ALL TRANSVERSE JOINTS SHALL BE SEALED WITH 6 OUNCE CANVAS SATURATED WITH ARBOL ADHESIVE OR SEALED WITH HIGH PRESSURE DUCT SEALANT.
- ALL FLEXIBLE DUCTS SHALL BE UL-181 LISTED AND LABELED.
- A MAINTENANCE LABEL SHALL BE ATTACHED TO ALL MECHANICAL EQUIPMENT AND A MAINTENANCE MANUAL SHALL BE FURNISHED TO THE OWNER FOR EACH PIECE OF EQUIPMENT.
- ALL DUCTWORK SHALL BE CONSTRUCTED, ERECTED AND TESTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS. DUCTWORK SHALL BE GALVANIZED SHEET METAL AND CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS.
- ALL DUCTWORK SHALL BE INSULATED WITH 1 1/2" THICK, 3/4" DENSITY (R-4), EXCEPT THOSE INDICATED TO BE INTERNALLY LINED. ALL DUCTWORK SHOWN TO BE INTERNALLY LINED SHALL BE LINED WITH 1" THICK, 1/2" DENSITY DUCTLINER.
- DUCT LINING, DUCT INSULATION AND PLENUM WALLS SHALL BE UL-723.
- DUCT DIMENSIONS INDICATED ARE INSIDE CLEAR DIMENSIONS.
- ALL HVAC EQUIPMENT AND INSULATION SHALL BE CERTIFIED TO THE CALIFORNIA ENERGY COMMISSION AS MEETING THE LATEST TITLE 24 REQUIREMENTS.
- EACH HVAC SYSTEM SHALL BE STARTED AND STOPPED THROUGH A TIME CLOCK OR PROGRAMMABLE THERMOSTAT.
- EACH ZONE CONTROL SHALL BE ABLE TO OPERATE ZONE HEATING AND COOLING IN SEQUENCE IF BOTH ARE PROVIDED.
- ON MECHANICAL VENTILATION SUPPLY AND EXHAUST SYSTEMS CAPABLE OF MOVING MORE THAN 5000 CFM OF AIR, AUTOMATIC DAMPERS INTERLOCKED AND CLOSED ON FAN SHUTDOWN SHALL BE PROVIDED. ON GRAVITY VENTILATING SYSTEMS, EITHER AUTOMATIC OR READILY ACCESSIBLE MANUALLY OPERATED DAMPERS IN ALL OPENINGS TO THE OUTSIDE, OTHER THAN COMBUSTION AIR OPENINGS, SHALL BE PROVIDED.
- VENTILATION SHALL BE PROVIDED PER SECTION 2-5316 AND 2-5343.
- FALCETS SHALL BE FLOW RESTRICTING TYPE, NOT TO EXCEED 25 GPM AT 40 PSIG, CERTIFIED BY THE MANUFACTURER TO THE CALIFORNIA ENERGY COMMISSION.
- PIPING SHALL BE INSULATED IN ACCORDANCE WITH SECTION 2-5312.
- ALL PLUMBING EQUIPMENT AND INSULATION SHALL BE CERTIFIED TO THE CALIFORNIA ENERGY COMMISSION AS MEETING THE LATEST TITLE 24 REQUIREMENTS.
- DOMESTIC HOT WATER HEATERS SHALL MEET THE LATEST TITLE 24 EFFICIENCY STANDARDS. DOMESTIC WATER HEATING SYSTEMS SHALL BE EQUIPPED WITH AUTOMATIC TEMPERATURE CONTROLS CAPABLE OF ADJUSTMENT FROM THE LOWEST TO THE HIGHEST ACCEPTABLE TEMPERATURE SETTINGS FOR THE INTENDED USE AS LISTED IN TABLE 2, CHAPTER 37 OF THE 1990 ASHRAE HANDBOOK AND PRODUCT DIRECTORY, SYSTEMS VOLUME.



PIPE OR CONDUIT



SANITARY VENT

**5** TYPICAL PIPE PENETRATIONS THRU ROOF

MP-3 SCALE: NONE

HVAC EQUIPMENT SCHEDULE	
MARK	DESCRIPTION
AC-1 (750#)	ROOFTOP COMBINATION HEATING/COOLING UNIT-DOWNSHOT 1200 CFM @ 0.4" ESP, 1/2 HP, 3.8 FLA. COOLING: 34,700 BTUH TOTAL, 31,300 BTUH SENSIBLE @ 80 DB, 62 WB EAT @ 85 AMBIENT, EER = 9.3 HEATING: 74000 BTUH INPUT, 58500 BTUH OUTPUT, 77.7% CALIFORNIA SEASONAL EFFICIENCY. COMPRESSOR: 1/2 RLA. CONDENSER: 19 FLA. FILTERS: (2) 16 x 25 x 2 UNIT ELECTRICAL CHARACTERISTICS: 19.7 MIN. CIRCUIT AMPS, 25 MOCP AMPS, 208 V, 3 PHASE. ACCESSORIES: 1. ROOF CURB. 2. PROGRAMMABLE THERMOSTAT. 3. ECONOMIZER-SOLID STATE. 4. 1/2 HP ALTERNATE MOTOR. CARRIER 48 D.J.E. 004 OR EQUAL.
AC-2 (750#)	ROOFTOP COMBINATION HEATING/COOLING UNIT-DOWNSHOT 2000 CFM @ 0.5" ESP, 1/45 RPM 1/2 HP, 4.0 FLA. COOLING: 62800 BTUH TOTAL, 58900 BTUH SENSIBLE @ 80 DB, 62 WB EAT @ 85 AMBIENT, EER = 8.95 HEATING: 74000 BTUH INPUT, 58500 BTUH OUTPUT, 77.7% CALIFORNIA SEASONAL EFFICIENCY. COMPRESSOR: 1/2 RLA. CONDENSER: 19 FLA. FILTERS: (2) 16 x 25 x 2 UNIT ELECTRICAL CHARACTERISTICS: 29.9 MIN. CIRCUIT AMPS, 40 MOCP AMPS, 208 V, 3 PHASE. ACCESSORIES: 1. ROOF CURB. 2. PROGRAMMABLE THERMOSTAT. 3. ECONOMIZER-SOLID STATE. CARRIER 48 D.J.E. 006 OR EQUAL.
EF-1	CEILING MOUNTED EXHAUST FAN 32 CFM AT 1/4" SP, 1050 RPM, 3/11 SIZES, 105 WATTS, 120 VOLTS, 1 PHASE, WITH BACKDRAFT DAMPER, PENN ZEPHYR Z-8, OR GREEN-ECK SP-25
WH-1	STORAGE TYPE ELECTRIC WATER HEATER 6 GALLONS, 800 WATTS, 120 VOLTS, 1 PHASE A.O. SMITH ELF-15 OR EQUAL
SF-1	SUMP PUMP WITH MERCURY FLOAT SWITCH, 22 GPM AT 14" T.H., 1/3 HP, 120 VOLTS, 1 PHASE, GRUNDFOS THE BOSS 200 OR EQUAL.

AIR OUTLET SCHEDULE			
SYMBOLS	DESCRIPTION	MODEL (1)	REMARKS
CD	CEILING DIFFUSER	PAS-3	(2) (3) (4)
CD-1	CEILING DIFFUSER	PAS-1	(2) (3) (5)
CD-2	CEILING DIFFUSER	TDC	(2) (3) (6)
CR	CEILING RETURN	PAR-3	(2) (3) (4)
CR-1	CEILING RETURN	PAR-1	(2) (3) (5)
TR	TOP WALL REGISTER	Z3RL5	(2) (3)

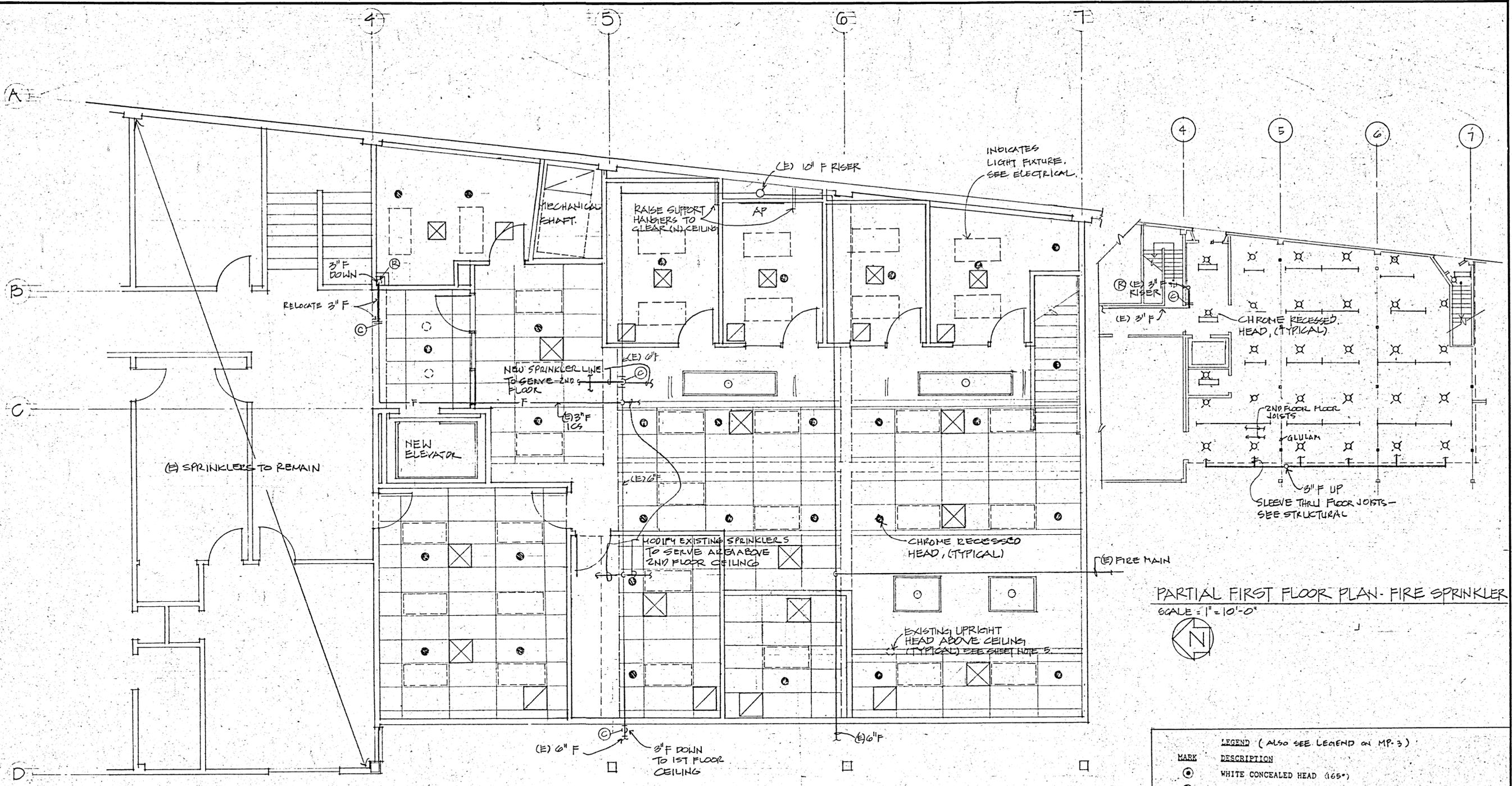
- MODEL NUMBERS REFER TO TITUS. AIR OUTLETS SHALL BE TITUS, METALARE OR EQUAL.
- BAKED ENAMEL FINISH - OFF WHITE.
- KEY OPERATED OPPOSED BLADE DAMPER.
- FOR 24 X 24 MODULE, T BAR CEILING.
- FOR 16 X 16 MODULE, SURFACE MOUNTED.
- SURFACE MOUNTED.

PLUMBING FIXTURE CONNECTION SCHEDULE					
MARK	DESCRIPTION	MINIMUM BRANCH SIZE			
		WASTE	VENT	CW	HW
UR	URINAL	2"	1/2"	1"	-
SK	SINK	1/2"	1/2"	1/2"	1/2"
SSK	SERVICE SINK	3"	2"	3/4"	3/4"

PLUMBING FIXTURE CONNECTION SCHEDULE	
MARK	DESCRIPTION
UR	URINAL - FLUSH VALVE - WALL HUNG, AMERICAN STANDARD * ALL BROOK* 6540.017, VITREOUS CHINA, SLOAN ROYAL 180-15 FLUSH VALVE.
SK	STAINLESS STEEL SINK ELKAY CELEBRITY BCR-5, 15" X 15", SELF RIMMING, 20 GAUGE TYPE 302 STAINLESS STEEL, LK-8 DRAIN OUTLET, LKA-2448 FALCET, 17 GAUGE P" TRAP, SPEEDWAY SCR 376A SUPPLIES.
SSK	SERVICE SINK - WALL HUNG LAKEWELL* 7692049 ENAMELED CAST IRON, 8341075 FALCET WITH VACUUM BREAKER AND STOPS IN SHANK, CHROME FINISH, 7798176 3" P" TRAP.

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MECHANICAL ENGINEERS  
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SAN FRANCISCO, CA. 94124

6/16/92  
REDCAN  
D  
NEW LAYOUT  
8-25-92  
U/S  
TITLE: FIRE PLAN



**FIRE SPRINKLER  
2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
NOTES - ALL PIPINGS SHALL BE CONCEALED,  
U.O.N.

**PARTIAL FIRST FLOOR PLAN - FIRE SPRINKLER**  
SCALE: 1" = 10'-0"

LEGEND (ALSO SEE LEGEND ON MP-3)	
⊙	WHITE CONCEALED HEAD (165°)
⊙	BRONZE PENDANT HEAD (165°) WITH OFF WHITE ESCUTCHEON
⊙	BRONZE UPRIGHT HEAD (AT SKYLIGHTS)
⊙	CHROME RECESSED HEAD WITH WHITE ESCUTCHEON (165°)
AP	ACCESS PANEL
C.H.	CEILING HEIGHT (SEE A-G FOR CEILING HEIGHT)
(E)	EXISTING TO REMAIN

SHEET NOTES	
1	NEW SPRINKLER HEAD LOCATIONS ARE SHOWN ONLY AS A GUIDE FOR THE CONTRACTOR IN PREPARATION OF SHOP DRAWINGS. PROVIDE ANY ADDITIONAL SPRINKLER HEADS AS REQUIRED BY THE CITY AND NFPA 13.
2	PIPING SHALL BE SCHEDULE 40 BLACK STEEL.
3	SWAY BRACE PIPING PER NFPA PAMPHLET 13.
4	ALTER THE EXISTING FIRE SPRINKLER MAIN AND INSTALL NEW SPRINKLERS SYSTEM TO SUIT THE NEW ARCHITECTURAL LAYOUT. SYSTEM SHALL BE DESIGNED TO SUIT THE NEW LAYOUT. SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH NFPA PAMPHLET 13, ORDINARY HAZARD, GROUP II, 130 SQUARE FOOT PER HEAD MAXIMUM. SEE <del>MECHANICAL SPECIFICATIONS</del> SPECIFICATIONS. PIPING SHALL BE SCHEDULE 40 BLACK STEEL.
5	EXISTING SPRINKLERS TO REMAIN ARE NOT SHOWN. MODIFY (E) SPRINKLERS AS REQUIRED TO SERVE AREAS ABOVE PROPOSED 2ND FLOOR CEILING.

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SAN FRANCISCO CALIFORNIA

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**OHA** OAKLAND HOUSING AUTHORITY  
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SERVICE CENTER  
REMODEL  
1180 25TH AVE. OAKLAND

MECHANICAL SPRINKLER  
HEAD PLAN,  
GENERAL NOTES

DATE	8-14-92
DRAWN	9/2/92
JOB	9104
SHEET	F-1

STOCKDRAFTING FORM NO. 101-54

TYPE- NLAB		PANEL F		MAIN BUS- 225A	
VOLT- 120/208V,3Φ,4W		LOCATION- GROUND FLOOR		NEUT BUS- 225A	
MTG- SURFACE		LUGS-		CB INT RATING-10,000AIC	
MAIN BKR- 175A					

C/O	DESCRIPTION	LOAD			BKR	DESCRIPTION	C/O		
		AMP	A	B				C	
1	EXIT NIGHT LIGHT	20	1	4	1.6	1	20	LIGHTING	2
3	LIGHTING				1.6	1.6			4
5							1.4		6
7			0.5	1.2					8
9	DUPLEX				0.6	1.3			10
11						0.6			12
13			1	1					14
15					1	1			16
17						1.2	0.5		18
19			1	0.4					20
21									22
23	REFRIGERATOR					0.5			24
25									26
27									28
29									30
31	DUPLEX				0.6				32
33	PIT SUMP PUMP					0.7			34
35	PIT LITE/DUPLEX						0.8	3	36
37	AC-2	50	3	3	2			3	40
39					3	2			40
41					3	2			42
TOTAL		12.7	13.2	14					

TOTAL CONN. LOAD = 40 KVA    DESIGN LOAD =    KVA    175 AMPS

### NOTES

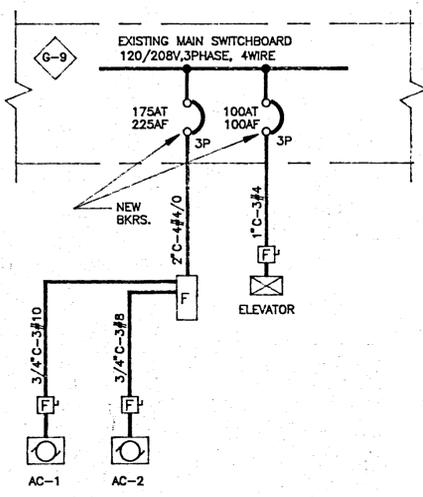
- G-1 PERFORM ALL WORK IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE ADOPTED BY THE CITY OF OAKLAND.
- G-2 PROVIDE ALL ELECTRICAL DEMOLITION, REMOVAL AND RELOCATION AFFECTED BY THIS WORK. MAINTAIN CONTINUITY OF SYSTEM THAT ARE TO REMAIN BUT AFFECTED BY THIS WORK SUCH AS RE-ROUTING OR RELOCATION.
- G-3 REMOVED LIGHT FIXTURES SHALL BE HANDED OVER TO THE HOUSING AUTHORITY FOR DISPOSITION.
- G-4 DUAL SWITCHING FOR LIGHTING SHALL BE AS FOLLOWS: FOR A FOUR LAMP FIXTURE, TWO OUTSIDE LAMPS SHALL BE IN ONE SWITCH, THE REMAINING TWO INSIDE LAMP SHALL BE IN ANOTHER SWITCH. ALL INCANDESCENT LIGHT FIXTURE UNLESS NOTED OTHERWISE SHALL BE DIMMER CONTROLLED.
- G-5 COMPUTER MAIN FRAME AND TELEPHONE SHALL BE PRE-WIRED. OUTLETS SHALL BE 4-SQUARE EXTENSION RING EQUIPPED WITH PLASTIC PLATE WITH 3/8" ROUND HOLE. P.C. NETWORK OUTLETS (DATA) SHALL BE STANDARD 4-SQUARE BOX WITH EXTENSION RING EQUIPPED WITH PLASTIC PLATE WITH 3/8" ROUND HOLE AND 1/2" C.O. STUB-OUT IN ACCESSIBLE CEILING SPACE.
- G-6 FUSE SIZES FOR AC UNIT MAIN DISCONNECT SHALL BE BASED ON NAMEPLATE RATING OF THE UNIT SUPPLIED.
- G-7 PROVIDE MAIN FRAME CABLE TYPE E60862-2464 AWMIL-41722 CSA S-R PVC 60 DEGREE C, 300V BLAKE WIRE & CABLE CORP. WITH 3 FOOT PIGTAIL COILED INSIDE EXTENSION RING AT OUTLET LOCATION AND 5 FOOT PIGTAIL AT BLUE ROOM LOCATION. VERIFY LOCATION OF BLUE ROOM FROM HOUSING AUTHORITY.
- G-8 RUN FEEDERS TO PANEL F AND ELEVATOR PERPENDICULAR AND PARALLEL TO BUILDING LINE WITHIN THE EXISTING ROOF TRUSS AND BRACING.
- G-9 PROVIDE ALL HARDWARE IN EXISTING SPACE TO ACCOMMODATE AND MOUNT THE NEW BREAKER NOTED. SHORT CIRCUIT RATING OF BREAKER SHALL BE EQUAL OR HIGHER THAN THE SHORT CIRCUIT RATING OF THE MAIN SWITCHBOARD.

### SYMBOLS:

- FLUORESCENT FIXTURE AND OUTLET
- INCANDESCENT OR HID FIXTURE AND OUTLET
- ⊗ WALL MOUNT EXIT SIGN AND OUTLET, SUBSCRIPT LETTER DENOTES, P-PENDANT, E-END, AND C-CEILING, SINGLE AND/OR DOUBLE FACE WITH DIRECTIONAL ARROW AS NOTED ON DRAWING.
- ⊕ LIGHT FIXTURE WITH BACKUP STANDBY SOURCE AND OR NIGHT LIGHT CIRCUIT.
- Sw SWITCH, SUBSCRIPT SMALL LETTER DENOTES LIGHT CONTROLLED, MOUNT SWITCH +4'-0".
- F-1,3 PANELBOARD DESIGNATION AND CIRCUIT NUMBER OR NUMBERS.
- /// CONDUIT AND CONDUCTORS CONCEALED ABOVE CEILING OR IN WALL. CROSSLINE INDICATES NUMBER OF CONDUCTORS.
- CONDUITS AND CONDUCTORS UNDERGROUND.
- PRI PRIMARY CONDUIT AND CONDUCTORS AS NOTED.
- SEC SECONDARY CONDUIT AND CONDUCTORS AS NOTED.
- T TELEPHONE ROUGH-IN CABLE. FCC AND PACBELL APPROVED CABLE.
- CONDUIT AND CONDUCTORS EXPOSED, RUN PARALLEL AND/OR PERPENDICULAR TO BEAM, JOIST AND/OR STUDS.
- CIRCUIT HOME RUN TO DESIGNATED PANEL OR NEAREST TERMINAL BOARD OR CABINET. EXISTING BLUE ROOM FOR MAIN FRAME COMPUTER CABLE. EXISTING MAIN TELEPHONE TERMINAL BOARD FOR TELEPHONE CABLE ROUGH-IN. MAIN METER PANEL OR SWITCHBOARD.
- ⊞ LIGHT AND POWER PANELBOARD, MOUNT TOP TO +6'-0".
- ⊕ WALL MOUNTED DUPLEX OR FOURPLEX RECEPTACLE, +12" U.O.N.
- ⊕ FLOOR MOUNTED DUPLEX OR FOURPLEX RECEPTACLE.
- ▶ WALL OR FLOOR MOUNTED TELEPHONE OUTLET WITH BLANK PLATE, +12" ON WALL, SURFACE ON FLOOR U.O.N.
- MF ⊕ WALL OR FLOOR MOUNTED DATA LINE OUTLET FOR MAIN FRAME AND NETWORK SYSTEM. SUBSCRIPT "MF" DENOTES MAIN FRAME. SEE NOTE G-5 & G-7.
- ◇ NOTES APPLICABLE TO ALL SHEETS.
- ⊞ LIGHTING FIXTURE TYPE COMPLETE WITH LAMPS - SEE SCHEDULE.
- WP WEATHERPROOF.
- ⊕ SPECIAL OUTLET, TYPE AS NOTED ON DRAWINGS.
- ⊞ FIRE ALARM BELL WITH STROBE LIGHT. (NOT USED)
- ⊞ FIRE ALARM PULL STATION. (NOT USED)
- ⊞ STANDBY LIGHTING WITH BATTERIES AND TWO HEADS.
- ⊞ JUNCTION BOX RECESS IN CEILING OR WALL WITH BLANK COVER PLATE.
- ⊞ FUSED DISCONNECT SWITCH. FUSE SIZE AS NOTED ON NAMEPLATE RATING OF EQUIPMENT.
- ⊞ MOTOR OUTLET.
- GF1 GROUND FAULT CURRENT INTERRUPTER
- MF MAIN FRAME COMPUTER CABLE. SEE G-5
- § SPEED CONTROLLER
- ⊕ SMOKE DETECTOR

### LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	DESCRIPTION	LAMPS	WATT	MOUNT	FIN
A	LITHONIA (WELLMADE) #2SPS440A12-120V	2X4 FLOURESCENT WITH ACRYLIC PRISMATIC LENS.	4-F40SP35/RS/WM	150	T-BAR RECESS	STD
B	LITHONIA (WELLMADE) #RFB-3-LS-120V	RECESS FLOURESCENT DOWNLIGHT WITH TWIN PL LAMPS.	2-F7T	20	RECESS	STD
<del>C</del>	<del>LITHONIA (WELLMADE) #CE-1-LS-120V</del>	<del>INCANDESCENT WALL WASH.</del>	<del>R-30</del>	<del>60</del>	<del>RECESS</del>	<del>STD</del>
D	LITHONIA (WELLMADE) #AW440-A-120V	2X4 WRAP AROUND FLOURESCENT.	4-F40SP35/RS/WM	150	SURFACE	STD
E	LITHONIA X-SERIES WITH EMERGENCY UNIT	UNIVERSAL TYPE EXIT LIGHT WITH BATTERY PACK.			UNIVERSAL	STD
F	MATCH EXISTING CORRIDOR LIGHT FIXTURE	W/ ENERGY SAVING LAMPS AND BALLAST			RECESS	STD
G	LITHONIA (WELLMADE) #EJ296-120V	8'-0" DOUBLE STRIP FLOURESCENT WITH REFLECTOR WIRE GUARD.	2-F96T12SP35/RS/WM	130	SURFACE	STD
G1	LITHONIA (WELLMADE) #EJ248-120V	SAME AS (G) EXCEPT 4'-0".	2-F40SP35/RS/WM	70	SURFACE	STD
H	LITHONIA (WELLMADE) WS-140A12-120-ES	SINGLE LAMP WALL MOUNT	F40SP35/RS/WM	40	WALL	STD
J	HUBBELL V SERIES	INCANDESCENT WITH GASKETED GLOBE, GUARD WALL BRACKET	A-19	60	WALL	STD



SINGLE LINE DIAGRAM



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OAKLAND HOUSING AUTHORITY

SERVICE CENTER  
REMODEL

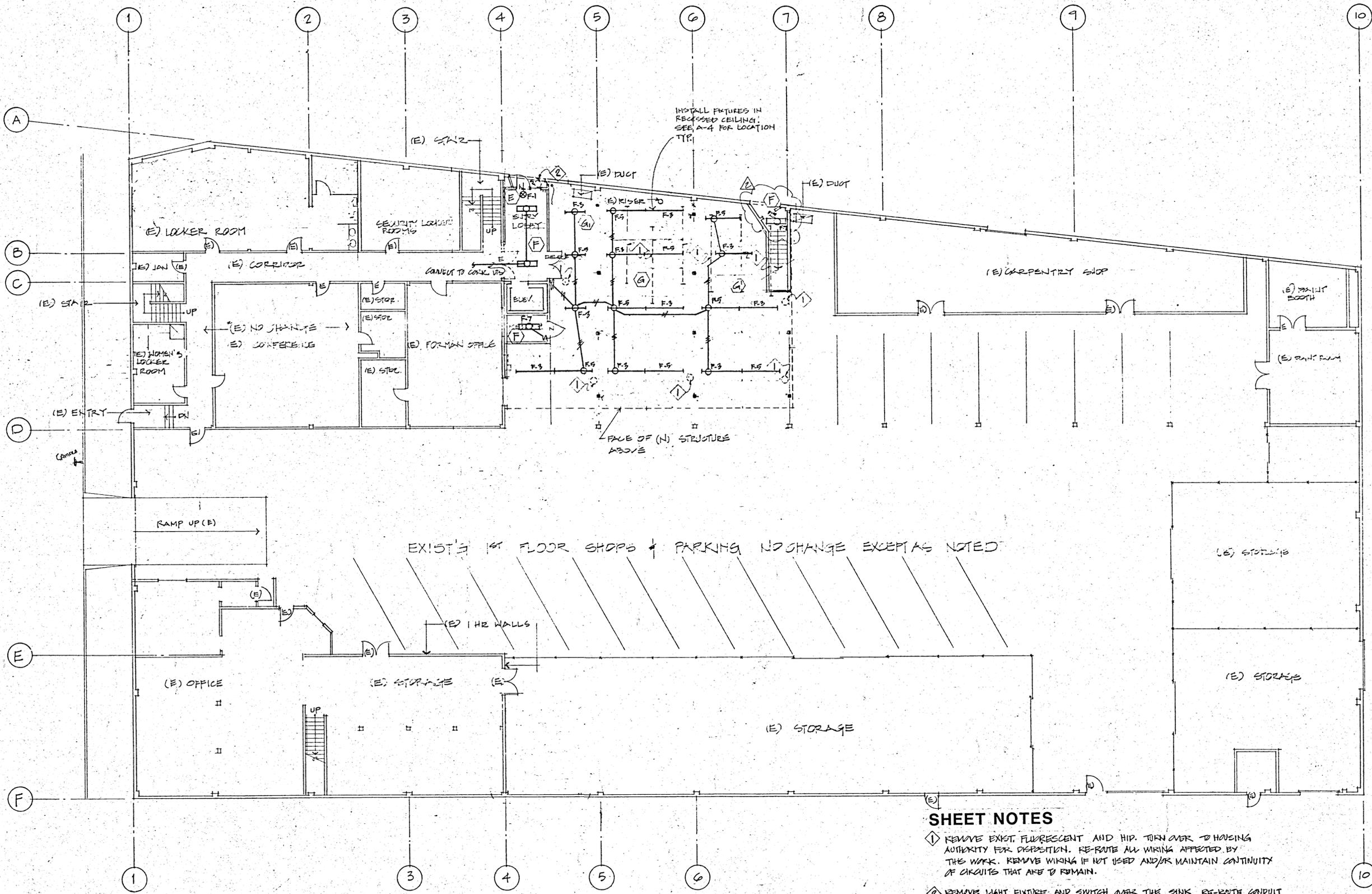
180 25th AVE. OAKLAND

374 17TH STREET, OAKLAND, CA 94612 (415) 465-2118

1619 Harrison Street  
Oakland, California 94612  
(415) 874-1500

DATE	8/11/92
SCALE	NONE
DRAWN	BMR
JOB	9205
SHEET	E-1
OF	1 SHEETS

3/20/91 - 2nd  
STAIRS  
1/20/91 JC  
REVISE  
11/192 JBC  
2/1/92  
ELECTRICAL  
NEW EEL



REVISIONS	BY
8-05-92	
10-02-92	AW

OAKLAND HOUSING AUTHORITY  
 SERVICE CENTER REMODEL  
 1180 25TH AVE. OAKLAND  
 415 774-1500

**SHEET NOTES**

- 1 REMOVE EXIST. FLUORESCENT AND HIP. TURN OVER TO HOUSING AUTHORITY FOR DISPOSITION. RE-RATE ALL WIRING AFFECTED BY THIS WORK. REMOVE WIRING IF NOT USED AND/OR MAINTAIN CONTINUITY OF CIRCUITS THAT ARE TO REMAIN.
- 2 REMOVE LIGHT FIXTURE AND SWITCH OVER THE SINK. RE-RATE CONDUIT AND WIRE FOR CIRCUIT CONTINUITY.

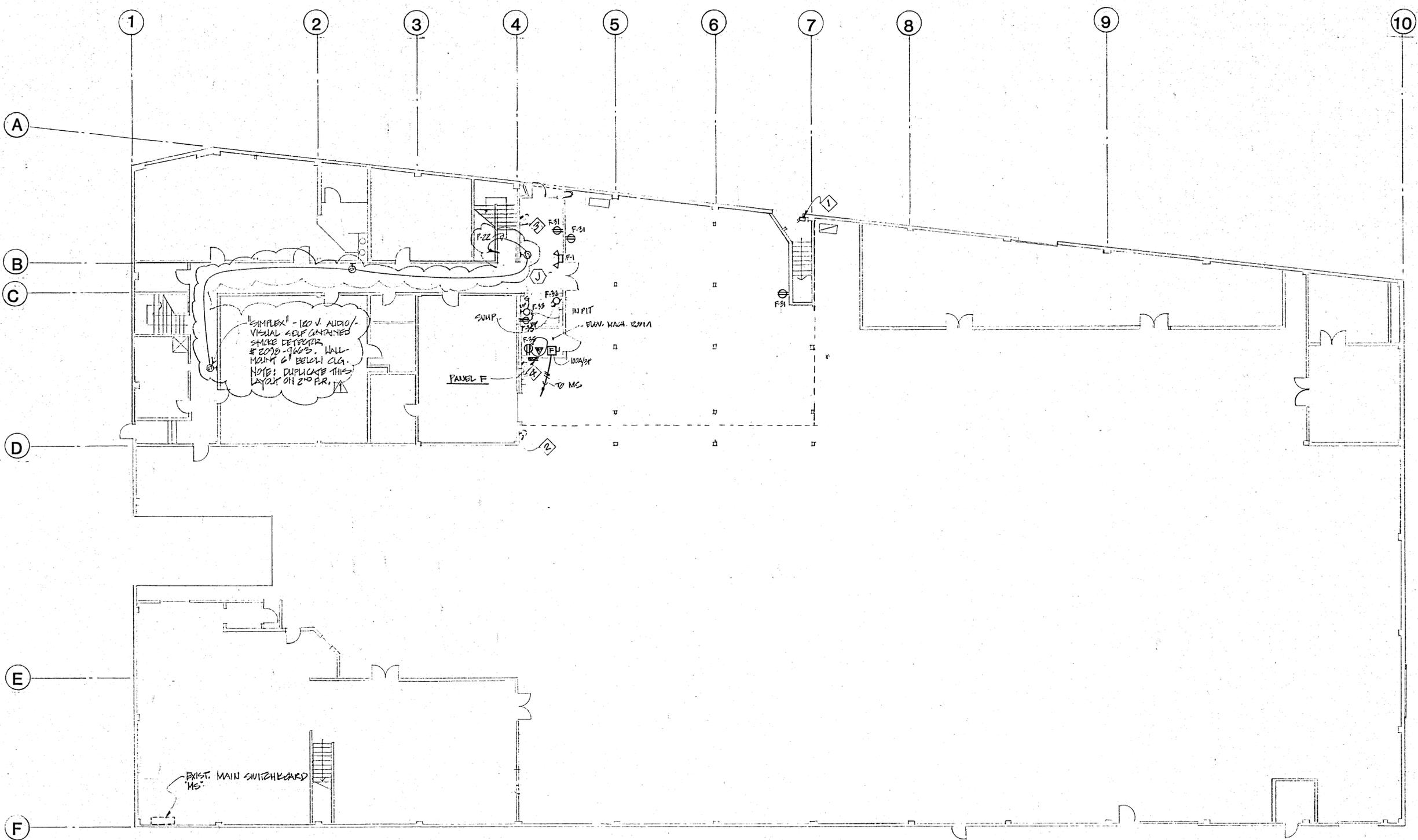
**FIRST FLOOR PLAN- LIGHTING PLAN**

**RAY JUACHON & ASSOCIATES**  
 Consulting Electrical Engineers  
 65 Sheridan Street,  
 San Francisco, CA 94103  
 Tel: 415-255-9375

DATE 8/1/92  
SCALE AS NOTED  
DRAWN M-T-O-U-D-N  
JOB  
SHEET  
**E-2**  
OF SHEETS

9/1/92

DATEPLOT.COM 700-535-CLARKE/ST. SAN FRANCISCO, CA 94102  
 STOCKDRAFTING FORM NO. 101-04



**SHEET NOTES**

- 1. RELOCATE EXIST. FAN CONTROLLER AND CONDUIT RUN NEXT TO EXIST. PANEL D. RELOCATE CONDUIT RISER AFFECTED BY THE NEW WALL OPENING.
- 2. REMOVE EXISTING DETECTOR AND RE-INSTALL TO CLEAR NEW WINDOW.
- 3. REMOVE EXIST. OUTLETS THIS WALL IF SURFACE MOUNT OR IF IN CONFLICT BY THIS WORK.
- 4. RELOCATE PWBX TO EXIST. TIME CLOCK THIS WALL.

**FIRST FLOOR PLAN- POWER & SIGNAL PLAN**

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REVISIONS	BY
1	AW

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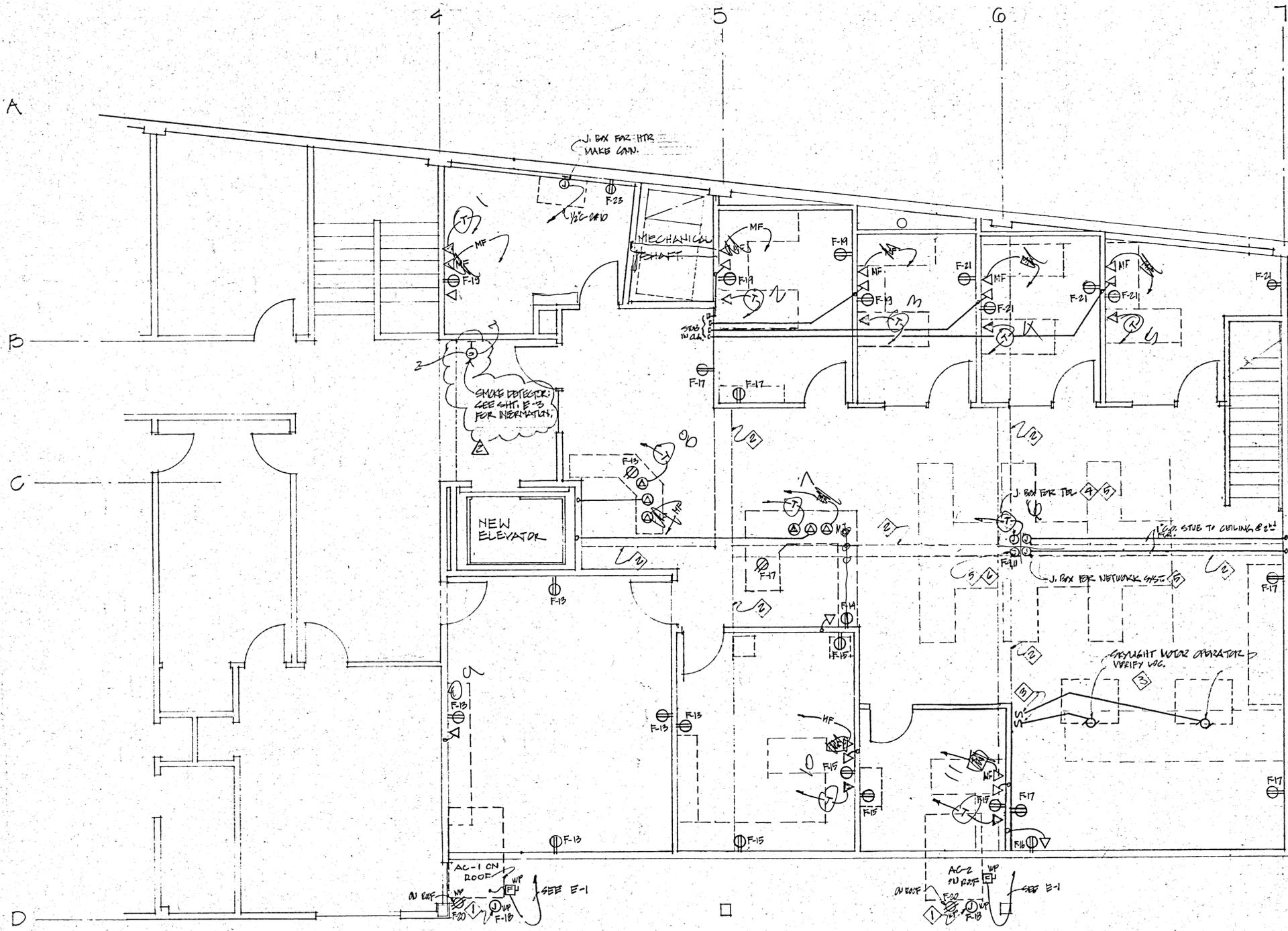
SERVICE CENTER  
 REMODEL  
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DATE	9/1/12
SCALE	
DRAWN	
JOB	
SHEET	<b>E-3</b>
OF SHEETS	

95% 8/5/12

STOCKDRAFTING FORM NO. 101-93

1/12/12  
REVISIONS  
DATE  
BY



### SHEET NOTES

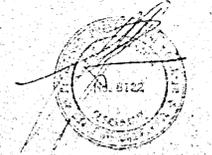
- 1 120V JUNCTION BOX ON ROOF FOR AC DUCT DETECTOR. EXTEND WIRE TO DETECTOR AND AC UNIT CONTROLLER FOR INTERLOCK WIRING. SEE MECH. DIA FOR WIRING DIAGRAM.
- 2 SEE 1 & 3 ON E-5
- 3 SUPPLIED BY SKYLIGHT MFR, INSTALLED AND WIRED UNDER THIS CONTRACT.
- 4 PUSH-IN 6 TELEPHONE CABLES WITH BUVAH PULL TO STRADDLE ALONG FULL LENGTH OF ELECTRIFIED PARTITION.
- 5 VERIFY EXACT PLACEMENT OF FLOOR OUTLETS IN RELATION TO ELECTRIFIED LOW PARTITION CONNECTION/EXTENSION POINT.
- 6 MAKE FINAL CONNECTION TO ELECTRIFIED PARTITION

REVISIONS	BY
8-25-92	
10-02-92	AM

### PARTIAL 2ND FLOOR PLAN- POWER & SIGNAL

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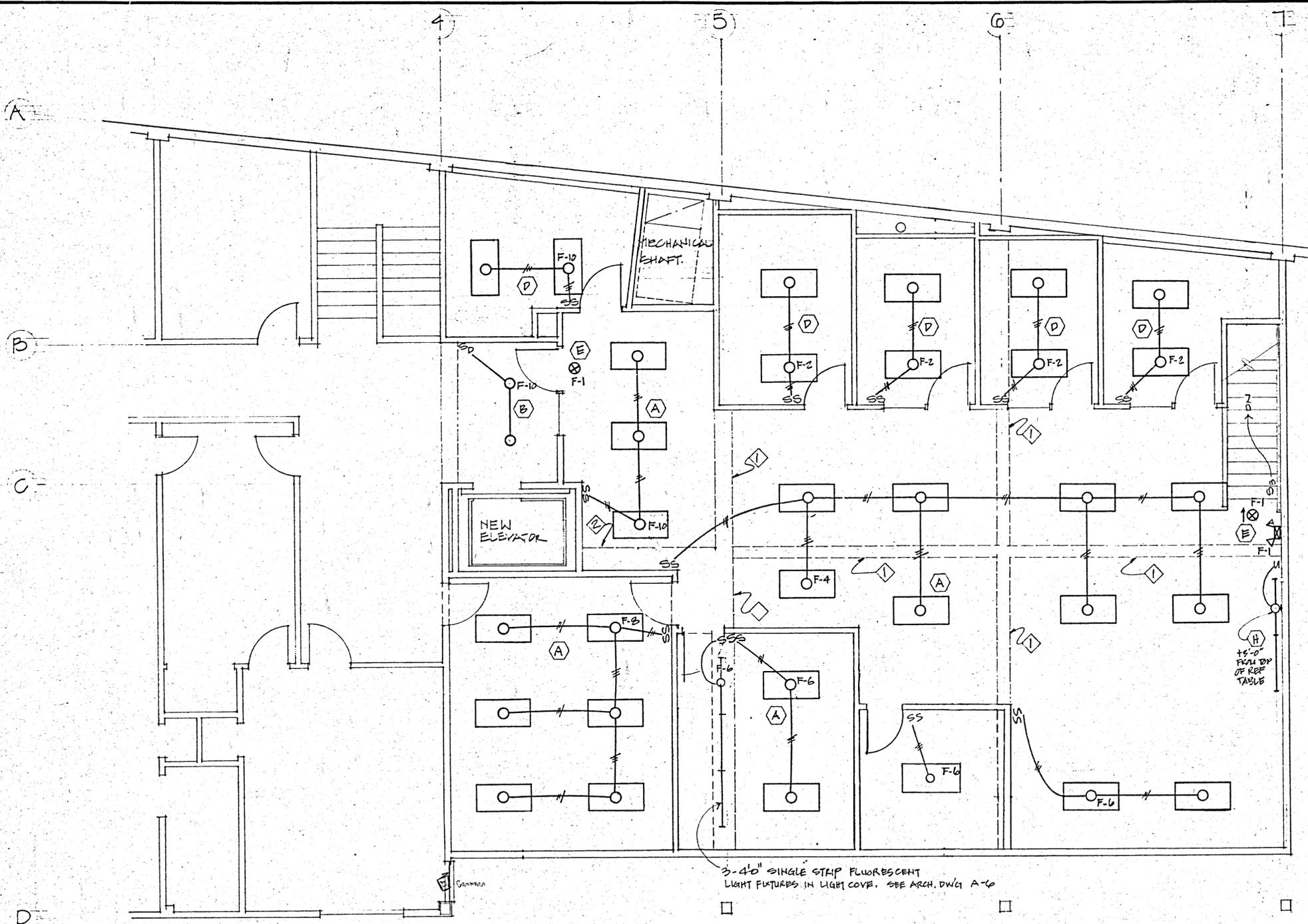
**RAY I JUACHON & ASSOCIATES**  
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 San Francisco, CA 94103  
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DATE	9/11/92
SCALE	1/2" = 10' U.O.N.
DRAWN	
JOB	
SHEET	<b>E-4</b>
OF SHEETS	

DATE PLOTTED: 10/30/92 10:50 AM  
 PLOTTED BY: CLARENCE  
 SAN FRANCISCO, CA 94103

8/3/92

12/12  
E.D.E.A.W.  
S. J. L...  
S. J. L...  
1/11/12  
T.E.P.R.



### SHEET NOTES

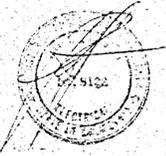
- ① RELOCATE AND/OR REMOVE CONDUITS & BOXES AT BOTTOM OF TRUSSES AND TRUSS BRACING AT THIS AREA ONLY. (INTENT IS TO MAXIMIZE HEADROOM)
- ② RELOCATE ALL CONDUITS AND BOXES THIS AREA SPECIFICALLY MOUNTED ON OR AROUND EXIST. TRUSS BRACING THAT MAY BE IN CONFLICT W/ THE ELEVATOR SHAFT.

REVISIONS	BY

PARTIAL 2ND FLOOR PLAN- LIGHTING PLAN 1/4" = 1'-0"

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 San Francisco, CA 94103  
 Tel: 415-255-9375 9105

DATE	8/1/92
SCALE	1/4" = 1'-0" U.O.N.
DRAWN	
JOB	
SHEET	
OF	
<b>E-5</b>	
SHEETS	

92% 8/1/92

DATEPLOT.COM 780 80 CLEARBROOK ST. BAKERSFIELD, CA 93311

STOCKDRAFTING FORM NO. 101-54

Certificate of Compliance (Part 1 of 2) Prescriptive Requirements CF-1A

Project Title: OAKLAND HOUSING AUTHORITY, Date of Certificate: 8 JULY 1992, Project Architect/Engineer: CHRISTOPHER GABEL DODD, Project Location: OAKLAND, CA, Field Checked By: CHRISTOPHER GABEL DODD, Approved By: [Signature]

General: 1. Unconditioned or Multi-tenant shell? 125, 2. CEC Occupancy Type: OFFICE, 3. USC Occupancy Group/Division: OFFICE, 4. Epsilon of Standards: 1988 date, 5. Conditioned Floor Area: 2379 sf, 6. Unconditioned Floor Area: - sf, 7. Location Code Number: NA, 8. Occupancy Code Number: 1, 9. Maximum Allowable Uovent: 1 Btu/h-sf, 10. Standard OTTV: 1 Btu/h-sf, 11. Climate Zone: 3, 12. Package Selected: ENVELOPE 4, 13. HVAC Power Criteria Set (if applicable): NA, 14. Supplement Attached? No (Y/N)

Owner: The energy conservation features and performance specifications indicated on this document and on the plans and specifications shall apply to future alterations, unless compliance is demonstrated anew and a new Certificate of Compliance is submitted. A copy of this Certificate will be retained and transmitted to future tenants, subsequent owners or others with responsibility for making improvements or modifications to the building.

Enforcement Agency: The proposed building, and future alterations will comply with the California Building Energy Efficiency Standards, provided future alterations meet the requirements indicated on this Certificate and all applicable mandatory measures, as long as the building occupancy type remains unchanged.

Certificate of Compliance (Part 2 of 2) Prescriptive Compliance CF-1A

Project Title: OAKLAND HOUSING PROJECT, Date of Certificate: 8 JULY 1992, Project Architect/Engineer: CHRISTOPHER GABEL DODD, Project Location: OAKLAND, CA, Field Checked By: CHRISTOPHER GABEL DODD, Approved By: [Signature]

Envelope: 1. Roof/Ceiling R: 9.5, 2. Exterior Floor R: 9.5, 3. Opaque Wall R: 7.5, 4. Exterior Wall Area: 2588 sf, 5. Wall Glazing Area: 11 sf, 6. Average SC (Wall): 0.27%, 7. Total Wall % Glazing: 0.27%, 8. West Exterior Wall Area (if applicable): NA sf, 9. Glazing Area (West Wall) (if applicable): NA sf, 10. Average SC (West Wall) (if applicable): NA, 11. West Wall % Glazing: NA, 12. Roof Glazing? (attach CF-6): Y (Y/N)

Lighting: 13. Basis of Allowed LPD: 1.7, 14. LPD: 1.7, 15. Package Lighting Reduction: 1.7, 16. Adjusted LPD: 1.7, 17. Lighting Control Credits: 0 (Y/N)

Mechanical: 18. Whole Building HVAC Set? (WS-4A): N (Y/N), a. Fan Wattage Index: - wats/sf, b. Cooling Power Index: - wats/sf, c. Heating Power Index: - wats/sf, 19. Tailored HVAC Approach? (WS-4B): Y (Y/N), a. Heating Capacity: 219/307, b. Cooling Capacity: 242/120, c. Fan Power Index: - wats/sf, 20. Simultaneous heat/cool? (WS-4C): - wats/sf

Mandatory Measures Checklist MF-1

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Envelope Measures: 1. Certified insulation materials per 2-5311(a): SPCS, 2. Insulation installed to meet flame spread and smoke density requirements per 2-5311(b): A-4, 3. Urea formaldehyde foam insulation is installed per 2-5311(c): -, 4. Air infiltration is minimized by specification of sealed manufactured doors and windows, proper sealing and caulking of joints and openings in exterior walls, and weatherstripping as per Section 2-5317: SPCS, 5. Protocol sensors with a diffusing cover and no opaque cover per 2-5319(a): -, 6. Manufacturer's instructions provided for installation and calibration per 2-5319(a)(6): -, 7. Proper installation of controls including sensor location certification of initial calibration and control of luminaires only within daylight area per 2-5319(a)(8): -, 8. Visible or audible malfunction alarms per 2-5319(g): -, 9. Visible or audible malfunction alarms per 2-5319(g): -, 10. Limits on emissions per exceptions to 2-5319(e): -, 11. Piping insulated as required by 2-5312: MP-3, 12. Certified HVAC equipment per 2-5314(a): MP-3, 13. Certified ducting equipment per 2-5314(a): MP-3, 14. Heating and cooling equipment efficiency per 2-5314(c): MP-3, 15. Automatic controls for off-hours per 2-5315(a): MP-3, 16. Thermostat set point requirements per 2-5315(a): MP-3, 17. Sequential control of heating and cooling per 2-5315(a): MP-3, 18. Automatic exhaust fan dampers per 2-5316(b): MP-3, 19. Thermostat controls for each zone per 2-5315(b): MP-3, 20. Ventilation provided per 2-5316 and 2-5343: MP-3, 21. Ventilation and recirculation air quantity information provided per 1403(b)(3): MP-3, 22. Heaters for domestic hot water and/or pools per 2-5318: MP-3, 23. Uniform illumination reduction to one-half per 2-5319(e)(1): -, 24. Flicker free operation and no premature lamp failure per 2-5319(e)(2): -, 25. Time delays to prevent undesirable cycling per 2-5319(e)(3): -, 26. Step switching devices with separation between on/off settings per 2-5319(e)(4): -

REVISIONS BY: 8-20-92, SERVICE CENTER REMODEL, H.M. WU ASSOCIATES & GEORGE DEDEKIAN, AIA ASSOCIATED ARCHITECTS, 1180 25TH AVE. OAKLAND, 1619 HARRISON STREET OAKLAND, CALIFORNIA 94612, (415) 874-1500, DATE: 8-14-92, SCALE, DRAWN, JOB: 9104, SHEET: T-1 OF SHEETS