



IMPERIAL COUNTY COMMUNITY & ECONOMIC DEVELOPMENT  
940 MAIN STREET, SUITE 203  
EL CENTRO, CA 92243  
Ms. Alejandra Camarero  
442-265-1103  
CALHOME PROGRAM



**SPECIAL CONDITIONS OF THE CONTRACT**  
**IMPERIAL COUNTY CalHome**  
**Orduna Project: 335 W. Legion Rd. Sp. 35, Brawley, CA 92227**

**PART 1 -- GENERAL**

1.01 INSTRUCTIONS TO BIDDERS

A. Bidding Procedures:

**Each bidder, by submitting its bid, represents that it understands the scope of work and its obligation with respect to performance.** All bidders must submit their proposals on the forms provided. To be valid, a bid must be received at the place and before the time designated, or prior to any extension granted by an addendum. No bidder may withdraw, adjust or modify its bid for a period of sixty (60) days after the acceptance of bids. Addenda will be provided to each bidder of record and will be placed on file at the location for bidding documents. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the **Homeowner**, and the bidder.

In order to maintain a fair and uniform bidding process, bidders are prohibited to contact the Homeowner before, during and after the bidding process. Any questions regarding the bid requirements and specifications should be submitted in writing via email or fax to the County of Imperial Project Manager. Failure to comply with this requirement may result in the bidders' disqualification and or rejection of proposal.

B. Examination of Bidding Documents:

1. All interpretations and/or corrections of the bidding documents shall be in writing by the Project Manager in the form of addenda. No other interpretations or corrections shall be considered valid for bidding purposes. Any bidder planning to submit a proposal is responsible for examining with appropriate care the complete specifications and all addenda, and is also responsible for informing itself with respect to all conditions which might in any way affect the performance of any work.
2. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Dealer/Contractor or relieve the Dealer/Contractor from fulfilling any of the conditions of the contract.

C. Qualification of Bidders:

1. Each bidder, by submitting its bid, represents that it is qualified to perform the scope of the work for which it submits its proposal. It further represents that it can do so in the time specified. Each bidder shall submit with its proposal an experience statement substantially in the form included in Proposal Forms. The County of Imperial (hereinafter "County"), through its Community and Economic Development Department designated project manager, may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information

and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

D. Preparation and Submission of Proposals:

1. Proposals shall be submitted on an unbound copy of the forms copied from the bound specifications. The copy shall be properly executed as described above, and any interlineations, alterations, or erasures shall be formally explained and initialed by the bidder. Failure to comply with this requirement may be cause for rejection of the proposal. Each proposal shall show the full legal name and business address of the bidder, including its street address, and shall be signed with the usual signature of the person or persons authorized to bind the bidder and shall be dated. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint ventures. The State of Incorporation shall be stated in and the corporation is a party as a bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by the County, satisfactory evidence of the authority of any signatory on behalf of the bidder shall be furnished. The proposal shall be enclosed in a sealed envelope, distinctly marked "proposal" and bearing the project title as given and the name and address of the bidder.
2. All bids must be made on the required bid form. **All blank spaces for bid prices must be filled in, in ink or typewritten**, and the bid form must be completed and executed **when** submitted. Only one copy of the bid form is required and shall be submitted in a sealed envelope labeled with the project Title and name of Contractor submitting the bid.

E. Interpretation of the Documents:

1. Discrepancies in and omissions from the plans, specifications, or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Project Manager. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The County will not be responsible for any other explanations or interpretations.
2. Should anything in the scope of work or any of the Sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the County .

F. Addenda to the Documents:

1. The County reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each plan holder. The number and date of each addendum shall be listed on the Contractor's Proposal in the space provided.

G. Contractor's License Number:

1. For Replacement, the Manufactured Home Dealer must be licensed in the State of California and have a current and active DL #. Include current subcontractor's Class 'C-47' or "B" License Number for the State of California on the Contractor's Proposal Form.

H. Time for Completion:

1. The work shall be commenced on a date to be specified in a written order of the Notice to Proceed by the Project Manager and **shall be completed within Ninety (90) calendar days**, after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence. For any work not completed within the contract date, **an amount of \$100.00 for each calendar day beyond the contract date shall be assessed for liquidated damages.**

I. Site Inspection and Conditions:

1. In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the Project Manager – **Ms. Alejandra Camarero**. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the County nor any of its representatives or agents assume the responsibility for any understanding or representation made by the County or any of its representatives or agents prior to the execution of a contract pursuant to the specification.
2. Bidders must satisfy themselves of the accuracy of the estimated quantities and dimensions on the drawings by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or the dimensions of work or of the nature of the work to be done.

J. Award of Contracts:

1. The successful bidder will be notified in writing by the Homeowner of the award of contract within sixty (60) calendar days after opening of proposals.
2. Accompanying the Notice of Award will be the contract which the successful bidder will be required to sign and return together with all insurance coverage required. All of the above documents shall be returned to the County within ten (10) calendar days following receipt of the Notice of Award.
3. The County will promptly determine whether such contract, certificates of insurance and other required documents are as required by the specifications, and upon such determination will forward a fully signed copy of the contract and a notice of proceed to the successful bidder, provided that the County reserves the right to issue a notice to proceed at any time prior to forwarding such contract.
4. The failure of any bidder to whom the County may award the contract as aforesaid to properly sign and return the contract, together with the required performance bond, payment bond, certificates of insurance and other documents within the specified time period, shall entitle the County to declare a breach of contract by such bidder, to award the contract to another bidder in accordance with the provisions of the specification and to declare a forfeiture of the bidder's proposal security accompanying its proposal.

K. Acceptance or Rejection of Bids:

The contract will be awarded to the lowest responsive, responsible bidder, provided that all bidders acknowledge the right of the County to accept or reject any and all bids and to waive any informality or irregularity in any bid received.

L. Identification of Subcontractors:

In accordance with §4104 of the California Government Code, each bidder, in its bid, shall set forth: (1) The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (0.50%) of the Contractor's total bid; and (2) The portion of the work which will be done by each such subcontractor. In accordance with §4107 of the California Government Code, no Contractor whose bid is accepted shall without consent of the County either: (a) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (b) Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one half of one percent (0.50%) of the Contractor's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Government Code are set forth in §4106, 4110, and 4111 of the Government Code.

M. Wage Rates:

Notice is hereby given that pursuant to the Labor Code of the State of California, the County has hereby determined that **prevailing wage requirements shall NOT apply to this project.**

N. Statutory Penalty for Unauthorized Overtime Work:

In accordance with §1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of §1810-1815 of the California Labor Code.

O. Title to Materials Found:

1. Unless otherwise provided in the Contract, the title and interest in the right to use all water, and the title to all soil, stone, gravel, sand materials, timber, and all other materials, developed or obtained in the excavation or other operations by the Contractor or any of his subcontractors, or any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved by the Awarding Agency and neither the Contractor nor any of his Subcontractors, nor any of their representatives or employees, shall have any right, title or interest in or to any part thereof; neither shall they, nor any of them assert to make any claim thereto.
2. In the event that any Indian relics or items with archeological or historical value are discovered by the Contractor or any of his Subcontractors or any of their representatives or employees, the Contractor shall immediately notify the Engineer and await the Engineer's decision before proceeding with any Work. Such relics and items shall be the property of the Awarding Agency.

P. Hold Harmless Clause: (General Indemnification Agreement)

1. Contractor shall hold the County of Imperial, its officers, agent, and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of contractor, its officers, agents, employees or subcontractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, County of Imperial, its officers, agents, employees and independent Project Manager in any legal action based on any such alleged acts or omissions.

Q. Federal Employment Benefit Clause:

1. "No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same."

R. Special Federal Provisions:

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in entirety.

1. The contractor and the subcontractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Project Managerial and related laws and regulations.
2. The contractor and the subcontractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
3. The contractor and the subcontractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P. L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
4. The contractor and the subcontractor(s) shall comply with Section 402, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant thereto and any amendments thereof.
5. The contractor and the subcontractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendments thereof.
6. The contractor and the subcontractor(s) shall comply with Clean Air Act of 1963 (P. L. 90-148) and the Federal Water Pollution Act (P. L. 92-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
7. The contractor and the subcontractor(s) shall comply with the Copeland Anti-Kickback Act (40 USC 276 C) and the Implementation Regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. 'Exhibit A' contains the key provisions of the said act.
8. The contractor and the subcontractor(s) shall comply with the contract work hours and the Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. 'Exhibit A' contains the key provisions of the said act.

9. The contractor **shall provide one project identity, sign board to be located as directed by the County.** The sign board shall be mounted in an acceptable manner and constructed as shown and specified in 'Exhibit D'. Additional information can be added to the project sign at the request of the project sponsor.
10. The contractor shall comply with all laws, ordinances and regulations applicable to the work. If the contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the Project Manager and shall not proceed with the work in question, except at his own risk, until the Project Manager has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
11. Wherever applicable, the contractor and the subcontractor(s) shall comply with the Federal Management Circular #74-4 and the Office of Management and Budget Circular #102 and any amendments thereof.
12. The proposed contractor shall complete and execute the attached certification of bidder regarding equal employment opportunity, 'Exhibit E'.
13. If applicable, the contractor shall insure completion and execution of the attached certification by proposed subcontractor(s) regarding equal opportunity, 'Exhibit E'.
14. The contractor and the subcontractor(s) shall comply with the Executive Order 11246 and the Implementation Regulations (24 CFR 130 and 41 CFR Chapter 60) issued pursuant thereto. Pursuant to the said regulations, 'Exhibit E' is herewith attached.
15. Wherever applicable, the contractor and the subcontractor(s) shall comply with Section 109 of the Housing and Community Development Act of 21974 and the Implementation Regulations (24 CFR 570.601) issued pursuant thereto and any amendments thereof.
16. Along with the bid, the contractor shall submit the attached 'Exhibit F' certification that he fully understands the diversified Federal requirements imposed on the contractor(s) of HUD funded construction projects.
17. Federal Employee Benefit Clause: "No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same."
18. The questionnaire regarding bidders 'Exhibit C' and list of subcontractors 'Exhibit B' are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.

**1.02 – PROPOSALS**

**DATE**

**DEALER**

The undersigned proposes to the **Imperial County Community and Economic Development Department** to furnish all shop, labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete the replacement of the mobile home unit located at **335 W. Legion Rd. Sp. 35, Brawley CA 92227** under the **CalHome Program**.

The work shall be completed in accordance with the provisions of this document and the associated drawings, and at the prices stated in the Lump Sum Proposal attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the Homeowner which cannot be withdrawn for Sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the Homeowner and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document, the drawings and any addenda thereto; that it has carefully checked all of the words and figures shown in its Lump Sum Proposal; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the Homeowner and the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. The undersigned represents that it has made careful examination of this document and the drawings and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof.

If awarded a contract, the undersigned agrees to execute and deliver to the County within ten (10) calendar days, a signed contract, the necessary insurance certificates, and all other required documents. Upon receipt of the Notice to Proceed, the undersigned shall complete all work within **Ninety (90) calendar days** from and after said date.

The undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is \_\_\_\_\_ and that said license expires \_\_\_\_\_, 20\_\_\_\_\_.

Bidders Address: \_\_\_\_\_

Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

(Type or Print name)

NOTE: If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture give full names of all partners or joint ventures.

**TO THE COUNTY OF IMPERIAL,**

In accordance with the Awarding Agency INVITATION FOR BIDS, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor and incidentals for the **335 W. Legion Rd. Sp. 35, Brawley, CA 92227 CA, Mobile Home** under the CalHome Program as set forth in the plans, specifications, contract documents and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Bidder understands that a bid is required for the entire work. It is agreed that the lump sum price bid includes all pertinent expenses, bonds, taxes, royalties, transportation, escrow and fees. If this proposal is accepted for award, Bidder agrees to enter into a contract with the Homeowner at the lump sum price set forth.

If awarded the contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the Notice of Award of Contract to the bidder, the proceeds of the security accompanying this bid shall become the property of the County and this bid and the acceptance hereof may, at the Imperial County's option, be considered null and void.

**SCOPE OF WORK**

**Manufactured Home Specification Sheet. (2 Bedroom, 1 bath MH 52' x 14' =728 SF +/-)**

This project consists of the replacement of an existing Manufactured Home with a new Manufactured Home installed at the same location in the City of Brawley. The current home is connected to city water, city sewer, Imperial Irrigation Department Power & Sempra Energy Gas Company. The Dealer is required to provide all permits, fees, insurance, construction drawings, transportation and submittals for the purchase and installation of a Manufactured Home, including the utility connections, and all on-site/off-site improvements detailed in the bid package drawings and the scope of work. The Dealer is required to provide Progress & Payment bonding for the Manufactured Home and the on-site and off-site improvements.

The Manufactured Home must meet all of the California HCD requirements and Imperial County Code Requirements. The awarded Dealer/Contractor is to provide any and all structural engineering required and the California Title 24 Energy Compliance Report. **The Dealer is to provide an approved 2-bedroom, 1-bathroom, kitchen, dining area and living room per the specifications listed below. 728 S.F. 52' x 14' typical.** The home is to be installed in compliance with all the State of California & Imperial County building requirements, including seismic structural hold-downs as required. The home is to be installed at the location designated and connected to all utilities as required. The Dealer is to provide two sets of approved ramps with hand rails and landings as required by Imperial County. The Dealer is to provide and install skirting to match exterior of home. The Dealer is to provide and install a new HVAC unit, thermostat, ducting, return and floor grills. The HVAC is to be sized to T-25 report (3-ton +/-).

**The homeowner has suggested that the proposed floor plan have the following distribution: Kitchen is to be located at the front of the mobile home (facing the street), and the master bedroom at the rear of the home. The homeowner also request to have a shower instead of tub in the bath room. Please see attached floor plan drawing.**

**With each proposal the Dealer is required to provide a floor plan and the features specified for the replacement Manufactured Home. The Dealer is required to list all subcontractors propose for this project.**

**MH, per Listed Specifications:** \$ \_\_\_\_\_  
**728 SF +/-, 2- bed, 1- bath, kitchen, dining area, living room & laundry.**  
Exterior wood siding (Not metal), painted in color of homeowners choosing.  
Wood Trim, painted in color of homeowners choosing.



Wood Skirting to match exterior of home.  
All glass to be energy efficient per T-25 requirements.  
Exterior lights at doors.  
All copper wiring throughout.  
Provide electrical & gas service at clothes dryer location.

**Appliances:**

Gas water heater, size to T-25 requirements.  
Gas range, 4 burners, 30" wide with lower oven and lighted vent above.  
18 + CF Refrigerator/freezer.  
HVAC, ducting & registers

**Interior Finishes:**

**The Homeowner to select finishes;**

Carpet floor covering located in the living room and bedroom areas  
Vinyl floor covering in kitchen, laundry and bathroom areas.  
½" wall board with tape, texture and paint, white in color  
Fiberglass shower ADA accessible  
Water Closet  
Vanity with porcelain sink, stained & finished hardwood face and doors, neutral stain  
Single lever type faucets (Not knobs).  
In wall "medicine cabinet" & large vanity mirror with O/H lights.  
Kitchen cabinets, stained and finished hardwood face & doors, neutral stain.  
Plastic Laminate counter tops.  
Double kitchen sinks with single lever type faucets (Not knobs).  
O/H ceiling fan w/ lights installed in master bedroom, wired to wall switches.  
Glass mirror closet doors in master bedroom.  
O/H ceiling fan w/ lights installed in living room. Wired to wall switches.

**Permits:**

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

Procure all permits required for this project from the State of California Department of Housing and Community Development and/or The Imperial County Planning & Building Department.

- **Note:** a set of stamped engineered plans may be required for construction procedures by HCD and the Imperial County Building Department. These must be provided at time of submittal by the contractor. Costs for any plans will be borne by the contractor
- **Note:** construction progress inspections will be performed by County at their convenience. Imperial County Building Department will perform all construction related and code inspections required by this jurisdiction. State HCD representatives will perform all the final inspections.

**Stairs/ ADA Compliant Ramp:**

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

2 sets ADA ramps with hand rails and landings per Imperial County Requirements.

**Awning:**

Installation of Aluminum Awning:

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

**10' x 40' Aluminum carport cover with columns**

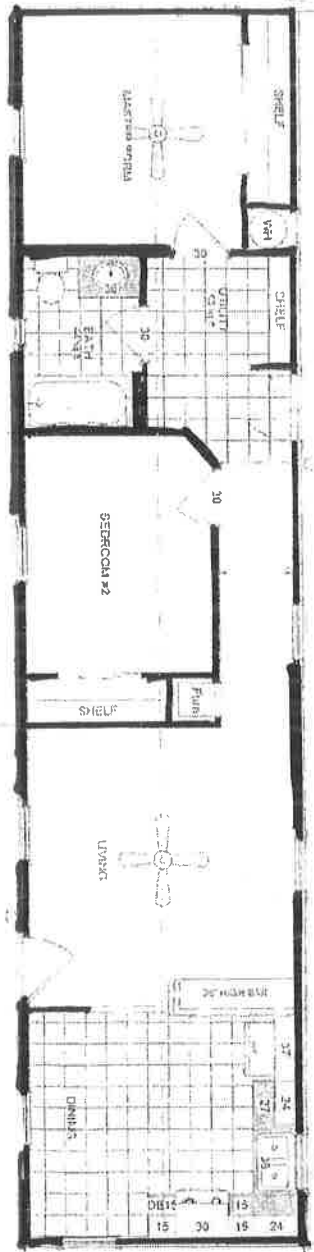
**TOTAL LUMP SUM PRICE**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

This includes the following addendum clarifications:

Addendum 1: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum 2: \_\_\_\_\_ Date \_\_\_\_\_



Street

Orduna

# Exhibit 'A'

**The Copeland "Anti-Kickback" Act (Anti-Kickback)** published in Chapter 3, section 276(c) of U.S.C. Title 40. The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

**The Contract Work Hours And Safety Standards Act, as amended. (CWHSSA)** published in Chapter 5, Subchapter II, section 327 et seq. of U.S.C. Title 40. The Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

**The Fair Labor Standards Act (FLSA)** is published in Chapter 9, sections 201 et seq. of U.S.C. Title 29 which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one-half-times the regular rate of pay. For nonagricultural operations, it restricts the hours that children under age 16 can work and forbids the employment of children under age 18 in certain jobs deemed too dangerous. For agricultural operations, it prohibits the employment of children under age 16 during school hours and in certain jobs deemed too dangerous. The Act is administered by the Employment Standards Administration's Wage and Hour Division within the U.S. Department of Labor.

I hereby certify that I have reviewed the Federal Acts listed above and will comply with the Acts as written.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

# Exhibit 'B'

## LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposed to employ the following subcontractors which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the County. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

<b>Name and Address Of subcontractor</b>	<b>Description of Work to be Subcontracted</b>	<b>Subcontractor's License No.</b>
1. _____ _____ _____		
2. _____ _____ _____		
3. _____ _____ _____		
4. _____ _____ _____		
5. _____ _____ _____		
6. _____ _____ _____		

# Exhibit 'C'

## EXPERIENCE STATEMENT/BIDDER QUESTIONNAIRE

The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

1. The bidder has been engaged in the contracting business under its present business name for 10 years.
2. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of 10 years.
3. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary.)
  - a. None
4. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following Agencies (person, firms or authorities): *(List a minimum of the last three contracts performed.)*

Name of Awarding Agent	Tel. No.	Year Completed	Type of Work	Contract Amt. (Closest Thousand Dollars)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Because this project is federally funded, it is necessary to obtain information concerning minority group participation for statistical purposes so that the U.S. Department of Housing and Urban Development (HUD) may determine the degree to which its programs are being utilized by minority contractors.

A minority enterprise is defined by the Federal Government as a business that is 50% or more minority owned.

Please check applicable box concerning the Awarding Agency of your business:

- (1)  American Indian or Alaska Native
- (2)  Asian or Pacific Islander
- (3)  Black
- (4)  Hispanic
- (5)  White
- (6)  Female
- (7)  Other (Specify) \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

State of California Contractor's License #: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

# Exhibit 'D'



## Signage Requirements:

California and Federal law requires all demolition and construction projects MUST have a project identity sign and a sign identifying the prime contractor, business address, business telephone & the State Contractor's License Number. Also, the sign must have an emergency telephone number to call after hours.

1. Project Identity Signage: The Prime contractor is required to provide and install the required project identity signage as detailed in the project plans, notes and/or details, in the size and at the location indicated by the Construction Manager and to maintain the signage in good condition for the duration of the project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the Construction Manager.
2. Required Employee Signage and Posters: The prime contractor is further directed to provide and install the federal and state required employee posters and the required material pertaining to the required labor standards provisions are posted, i.e., **WH-1321**, **OSHA 3165**, and **OFCCP-English, EFCCP-Spanish**, at the worksite in a prominent and accessible place.

Below is a typical project identity signs with the project identity and credit to the State or Federal programs that have provided support including the Awarding agency.

Below is a typical contractor identity sign.

<p style="text-align: center;"><b>FUNDING ASSISTANCE FOR THIS RESIDENTIAL HOUSING REHABILITATION PROVIDED BY THE IMPERIAL COUNTY'S CalHome PROGRAM</b></p> <div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: center;"> <p>IMPERIAL COUNTY 940 W. Main Street, Suite 203 El Centro, CA 92243 (442) 265-1100</p> </div>  </div>	<p style="text-align: center;">CONTRACTOR'S NAME BUSINESS ADDRESS BUSINESS PHONE # STATE CONTRACTOR'S LICENSE # EMERGENCY AFTER HOURS #</p>
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Project identity sign to be placed on white background with black lettering. Provide and install logos. Sign to measure at a minimum 48" wide and 36" high. Both signs may be incorporated into one sign 8' x 4'.

Contractor's Identity sign to be placed on white background with black lettering. Provide art work and logo. Sign to measure a minimum 36" wide and 36" high

# Exhibit 'E'

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder and proposed subcontractor(s), hereby certifies that he \_\_\_\_\_ has, \_\_\_ has not \_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date



# Exhibit 'F'

## **CONTRACTOR'S CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS**

I hereby certify that I have reviewed the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD funded construction projects, and fully understand all my obligations if the project is awarded to me.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date