

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

904C



FROM: Economic Development Agency

SUBMITTAL DATE:

June 2, 2011

SUBJECT: Housing Authority Building Improvements

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Reimbursement Agreement By and Between the Housing Authority of the County of Riverside and the County of Riverside Economic Development Agency (EDA) in the amount of \$379,301, for the Housing Authority Building Improvements;
  2. Authorize the Chairman of the Board of Supervisors to execute the attached Reimbursement Agreement for Remodel;
- Authorize the Assistant County Executive Officer/EDA, or designee, to take the necessary steps to implement the Agreement and necessary related documents; and

BACKGROUND: (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

The Housing Authority Administrative Office Building is located at 5555 Arlington Avenue, Riverside, California 92504. It is a two-story, 22,000 square foot office building that was constructed in 1970. Phase I of the remodel was the alteration of approximately 700 square feet of office space to accommodate six workstations for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) staff. EDA Management initiated and completed Phase I in February 2010, for a total cost of \$39,630.

Phase II of this project will make improvements necessary to 1) comply with the American Disabilities Act, 2) mitigate potential safety issues, and 3) address building maintenance issues. Improvements will include alterations throughout the building including office space on the first and second floors, furniture assembly, carpeting, and flooring upgrades, repainting of the building interior including all offices, and common areas; upgraded lighting, upgraded restrooms; upgrades to the file and conference rooms, and upgraded building signage. These improvements will enhance the customer service and work areas for Housing Authority employees. EDA conducted the building inspection and will be the project manager. The total cost for Phase II is \$379,301.

County Counsel has reviewed and approved the reimbursement agreement as to form. Staff recommends approval.

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1 construction inspection, and construction survey services of the PROJECT.

2       **SECTION 2. Location of the Project.** The PROJECT is located at 5555  
3 Arlington Avenue, Riverside, California, 92504-2506 as more specifically detailed in  
4 Exhibits A1 and A2, which is attached hereto and made a part hereof by this reference.

5       **SECTION 3. Scope of Work.** The work to be performed by the COUNTY  
6 includes construction, construction management, and construction inspection for the  
7 remodel improvements that will include alterations throughout the building including  
8 office space on the first and second floors, furniture, carpeting and flooring upgrades,  
9 repainting of the building interior including all offices and common areas; upgraded  
10 lighting, upgraded restrooms; upgrades to the file and conference rooms and upgraded  
11 building signage as outlined in Exhibit B which is attached hereto and made a part  
12 hereof by this reference.

13       **SECTION 4. Construction of the Project.** The contractor(s) for the Project are  
14 to be selected by COUNTY. COUNTY shall cause the construction of the Project to be  
15 carried out in compliance with all applicable laws, including, but not limited to, all  
16 applicable federal and state and local environmental, occupational, safety and health  
17 standards; nondiscrimination requirements; accessibility for the disabled; and prevailing  
18 wage laws.

19       **SECTION 5. Payment.** AUTHORITY shall reimburse COUNTY for the actual  
20 cost of the improvements for an amount not to exceed **Three Hundred Seventy-Nine**  
21 **Thousand Three Hundred One Dollars (\$379,301.00)** which shall constitute the full  
22 and complete financial obligation of the AUTHORITY. Said amount shall include, but is  
23 not limited to, all of COUNTY's charges for construction, construction management, and  
24 construction inspection services.

25       COUNTY shall invoice AUTHORITY monthly for the work performed during the  
26 prior month and submit documentation to verify reimbursable expenditures by  
27 COUNTY. A written project status report shall also be included with each invoice. Said  
28 status report shall provide a description of the work completed that AUTHORITY is

1 being billed for and the work yet to be performed. Status report shall also indicate the  
2 percentage of the project which is completed. The final invoice shall be received by  
3 AUTHORITY within 12 months of completion of the construction of the project. After  
4 said 12 month period, AUTHORITY will reprogram any remaining funds.

5 In addition, COUNTY will ensure that the contractor(s) to whom the contract is  
6 awarded and any sub-contractor(s) under him shall pay not less than the specified  
7 prevailing wage rate of wages as determined by the general prevailing wage  
8 determination made by the State of California's Director of Industrial Relations, to all  
9 workmen employed in the execution of the improvements under this AGREEMENT.  
10 COUNTY further agrees to ensure that each contractor(s) and any subcontractor(s)  
11 shall keep an accurate record showing the name, occupation and actual per diem  
12 wages paid to each workman employed by him in connection with the work performed  
13 under this AGREEMENT. The records shall be kept open at all reasonable hours to the  
14 AUTHORITY for inspection for a period of no less than seven years from completion of  
15 the Project.

16 **SECTION 6. Permits.** COUNTY agrees to obtain, secure or cause to be  
17 secured any and all permits and/or clearances which may be required by county or any  
18 other federal, state or local governmental or regulatory agency relating to the Project.

19 **SECTION 7. Principal Contact Persons.** The following individuals are hereby  
20 designated to be the principal contact persons for their respective parties:

21  
22 **AUTHORITY:** Jim Carpenter  
23 Housing Authority of the County of Riverside  
24 5555 Arlington Avenue  
Riverside, CA 92504-2506

25 **COUNTY:** George Gemberling  
26 Facilities Management  
27 3133 Mission Inn Avenue  
28 Riverside, CA 92507

1       **SECTION 8. Conflict of Interest.** No member, official or employee of  
2 AUTHORITY or COUNTY shall have any personal interest, direct or indirect, in this  
3 AGREEMENT nor shall any such member, official or employee participate in any  
4 decision relating to this AGREEMENT which affects his or her personal interests or the  
5 interests of any corporation, partnership or association in which he or she is directly or  
6 indirectly interested.

7       **SECTION 9. Interpretation and Governing Law.** This AGREEMENT and any  
8 dispute arising there under shall be governed and interpreted in accordance with the  
9 laws of the State of California. This AGREEMENT shall be construed as a whole  
10 according to its fair language and common meaning to achieve the objectives and  
11 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities  
12 are to be resolved against the drafting party shall not be employed in interpreting this  
13 AGREEMENT, all parties having been represented by counsel in the negotiation and  
14 preparation hereof.

15       **SECTION 10. No Third Party Beneficiaries.** This AGREEMENT is made and  
16 entered into for the sole protection and benefit of the Parties hereto. No other person or  
17 entity shall have any right of action based upon the provisions of this AGREEMENT.

18       **SECTION 11. Indemnification.** Except as to any legal challenge or claim  
19 brought by any person or entity questioning the use of redevelopment funds for the  
20 purposes set forth herein that is the subject of this Agreement: (i) COUNTY shall  
21 indemnify and hold AUTHORITY, its officers, agents and employees free and harmless  
22 from liability to any person or entity not a party to this Agreement from any damage, loss  
23 or injury to person and/or property which primarily relates to or arises from the  
24 negligence or willful misconduct of the COUNTY, its officers, agents, or employees in  
25 the execution or implementation of this Agreement; (ii) AUTHORITY shall indemnify and  
26 hold COUNTY, its officers, agents, or employees free and harmless from any person or  
27 entity not a party to this Agreement from any damage, loss or injury to person and/or  
28 property which primarily relates to or arises from the negligence or willful misconduct of

1 AUTHORITY, its officers, agents, or employees in the execution or implementation of  
2 this AGREEMENT.

3       **SECTION 12. Insurance.** COUNTY shall cause COUNTY's  
4 Contractor/Consultant to maintain in force, until completion and acceptance of the  
5 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily  
6 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum  
7 single limit coverage, and a policy of Automobile Liability Insurance in the amount of  
8 \$1,000,000 minimum. Endorsements to each policy shall be required which name the  
9 COUNTY, its officers, directors, officials, agents and employees as additionally insured.  
10 COUNTY shall also require COUNTY's Contractors/Consultant to maintain Worker's  
11 Compensation Insurance. COUNTY shall provide Certificates of Insurance and  
12 Additional Insured Endorsements which meet the requirements of this section to  
13 AUTHORITY prior to start of construction.

14       **SECTION 13. Section Headings.** The Section headings herein are for the  
15 convenience of the Parties only and shall not be deemed to govern, limit, modify or in  
16 any manner affect the scope, meaning or intent of the provisions or language of this  
17 AGREEMENT.

18       **SECTION 14. Time Limit.** COUNTY shall complete the work that is the subject  
19 of this AGREEMENT within a period of **ninety (90) working days** after the date of  
20 execution of this AGREEMENT. In the event said **ninety (90) working days** period  
21 expires prior to the completion of the work, the terms of this AGREEMENT may be  
22 extended upon written consent of Parties. Nothing in this Section shall be deemed a  
23 waiver of any or all claims or other actions by either party in regard to any breach of this  
24 AGREEMENT.

25       **SECTION 15. Entire Agreement.** This AGREEMENT is intended by the Parties  
26 hereto as a final expression of their understanding with respect to the subject matter  
27 hereof and as a complete and exclusive statement of the terms and conditions thereof  
28 and supersedes any and all prior and contemporaneous agreements and

1 understandings, oral or written, in connection therewith. Any amounts to or clarification  
2 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to  
3 the AGREEMENT.

4 **SECTION 16. Amendments to the AGREEMENT.** AUTHORITY Executive  
5 Director, or his designee, is authorized to approve and execute changes to the  
6 AGREEMENT. Such changes shall be mutually agreed upon by and between the  
7 AUTHORITY'S Executive Director and Director of Facilities Management and shall be  
8 incorporated in written amendments to this Agreement.

9 **SECTION 17. Successors and Assigns.** This AGREEMENT shall inure to the  
10 benefit of, and be binding upon, the successors, executors, administrators, legal  
11 representatives and assigns of the Parties hereto.

12 **SECTION 18. Termination by AUTHORITY.** AUTHORITY shall have the right  
13 to terminate this Agreement in the event COUNTY fails to perform, keep or observe any  
14 of its duties or obligations hereunder; provided however, that COUNTY shall have thirty  
15 (30) days in which to correct such breach or default after written notice thereof has been  
16 served on it by AUTHORITY.

17 **SECTION 19. Termination by COUNTY.** COUNTY shall have the right to  
18 terminate this Agreement in the event AUTHORITY fails to perform, keep or observe  
19 any of its other duties or obligations hereunder; provided however, that AUTHORITY  
20 shall have thirty (30) days in which to correct such breach or default after written notice  
21 thereof has been served on it by COUNTY.

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27 (Signatures on next page)  
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1           IN WITNESS WHEREOF, AUTHORITY and COUNTY have executed this  
2 AGREEMENT as of the date first above written.

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5 **HOUSING AUTHORITY OF**  
6 **THE COUNTY OF RIVERSIDE**

7 **COUNTY OF RIVERSIDE**

8 \_\_\_\_\_  
9 Bob Buster, Chairman  
10 Board of Commissioners

11 \_\_\_\_\_  
12 Bob Buster, Chairman  
13 Board of Supervisors

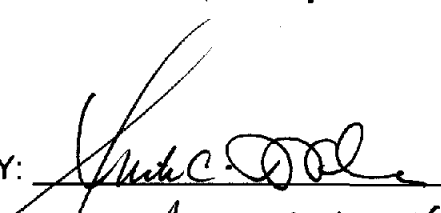
14 **ATTEST:**

15 Kecia Harper-Ihem, Clerk of the Board  
16  
17

18 BY: \_\_\_\_\_  
19 Deputy

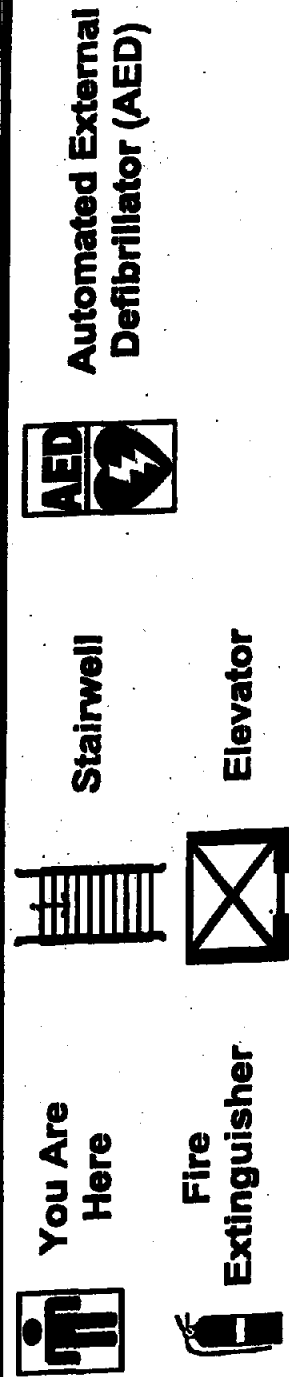
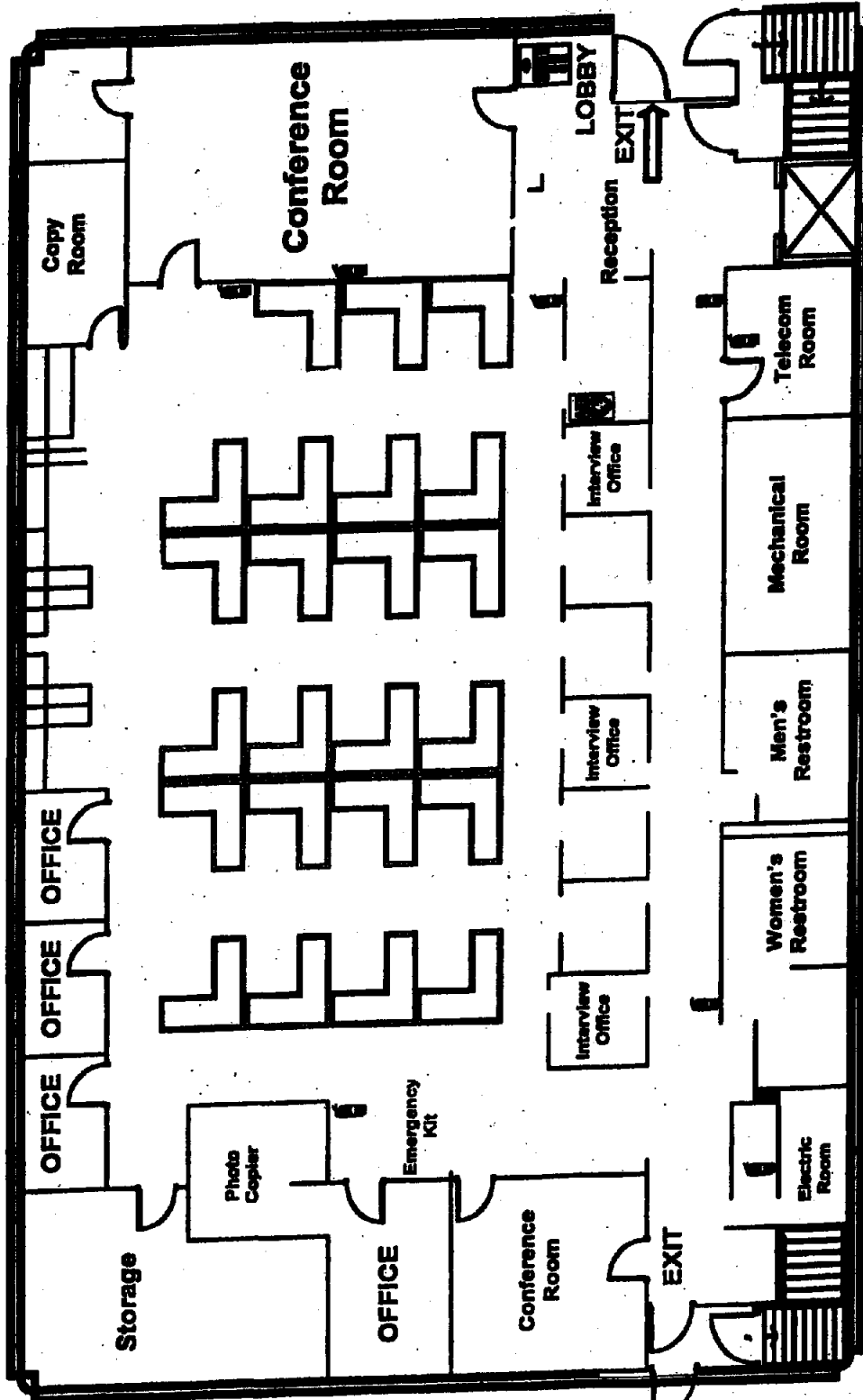
20 **APPROVED AS TO FORM:**

21 Pamela J. Walls, County Counsel  
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23 BY:  \_\_\_\_\_  
24 Deputy ANITA C. WILLIS

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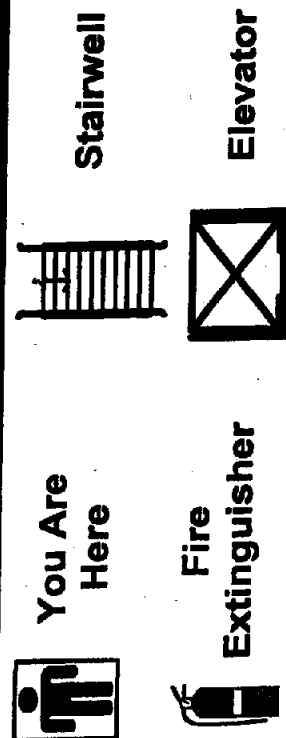
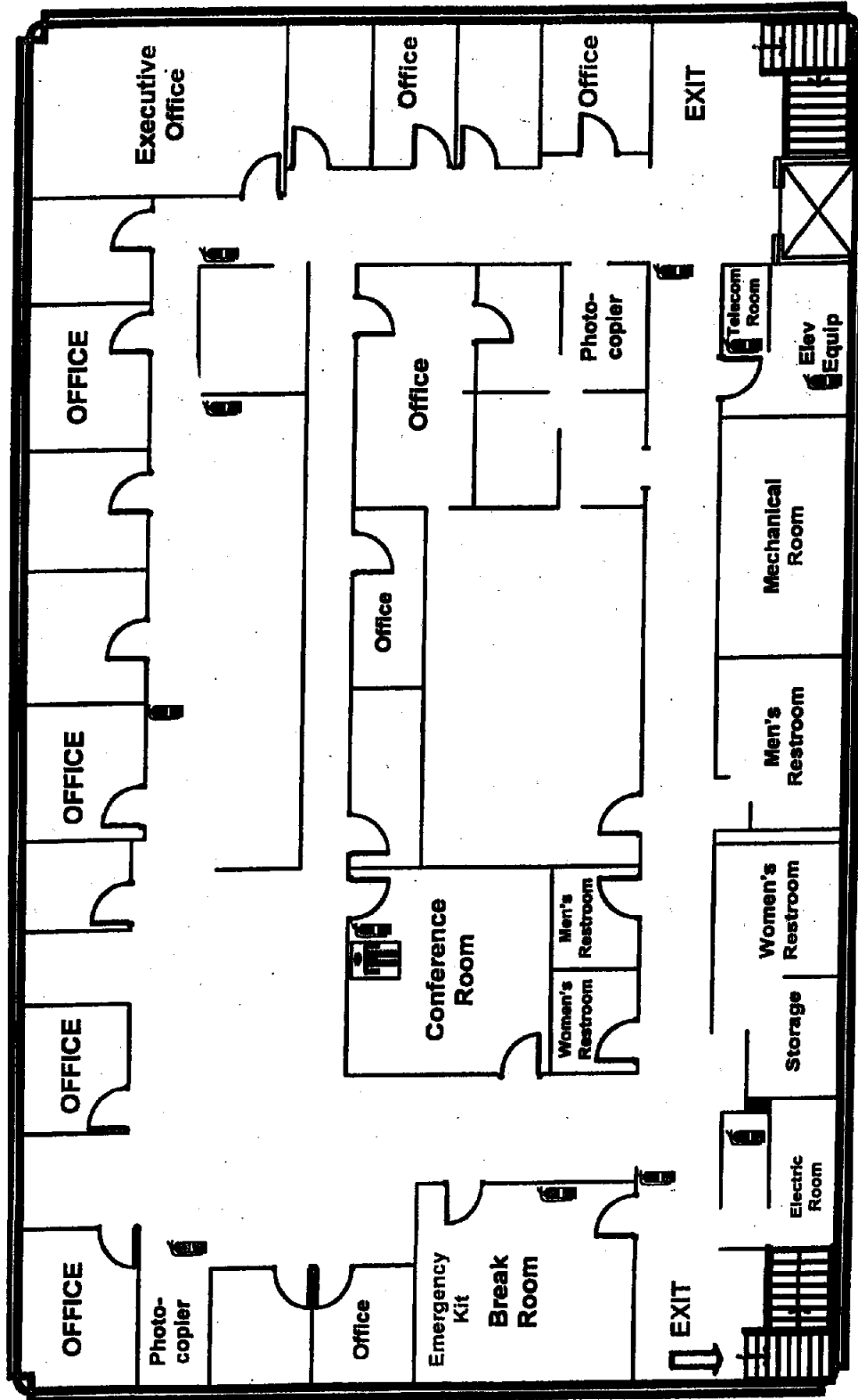
Housing Authority  
5555 Arlington Ave.  
Riverside, CA 92507  
1<sup>st</sup> Floor



Housing Authority  
5555 Arlington Ave  
Riverside, CA 92503  
2<sup>nd</sup> Floor



EXHIBIT A2  
Floor Plan 2<sup>nd</sup> Floor



**EXHIBIT B**

**SCOPE OF WORK**

**Project Description**

The work to be performed by the COUNTY includes construction, construction management, and construction inspection for the remodeling of a 22,000 square foot two-story office building constructed in 1970. Enhancements shall include alterations throughout the building including office space on the first and second floors, furniture assembly, carpeting and flooring upgrades, repainting of the building interior including all offices and common areas; upgraded lighting, upgraded restrooms; upgrades to the file and conference rooms and upgraded building signage.

COUNTY will oversee and/or perform the following tasks:

<b>Project Budget</b>	
Design	\$ 10,680.00
Construction	\$319,339.00
Project Management	\$ 14,800.00
<b>SUBTOTAL</b>	<b>\$344,819.00</b>
Contingency 10%	\$ 34,482.00
<b>TOTAL</b>	<b>\$379,301.00</b>