

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

816



SUBMITTAL DATE:
November 21, 2012

FROM: Housing Authority

SUBJECT: Desert Mobile Home Park Demolition Project at Duroville

RECOMMENDED MOTION: The Board of Commissioners:

1. Accept and award the demolition contract to the lowest responsive and responsible bidder, National Demolition Contractors, in the amount of \$341,000 for demolition and disposal services at Duroville Mobile Home Park;
2. Authorize the Chairman of the Board of Commissioners to sign the contract documents on behalf of the Housing Authority of the County of Riverside (HACR);

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 800,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: 2011 Tax Allocation Housing Bond Proceeds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* DATE: 11/28/12
 Departmental Controller
 WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor* DATE: 11/28/12
 MARSHALL VICTOR
 Policy Consent
 Policy Consent
 Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

10.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$800,000;
4. Authorize the Executive Director, or designee, to administer the contract.

BACKGROUND:

The Housing Authority of the County of Riverside (HACR) advertised an Invitation for Bids for demolition and disposal services at Duroville Mobile Home Park located in the unincorporated community of Thermal at 68800 State Highway 195, Thermal, CA 92274. In connection with the closure of the Duroville Mobile Home Park, residents of the park will be provided the opportunity to relocate to the Mountain View Estates Mobile Home Park through the County's Mobile Home Tenant Loan (MHTL) Program. The County's MHTL program offers a loan to mobile home owners for the replacement of their substandard mobile homes. Currently, 181 spaces are available at the Mountain View Estates Mobile Home Park and the HACR will be required to demolish and dispose of all the mobile homes it will be assuming as part of the relocation effort of the Duroville residents.

The HACR advertised an Invitation for Bids (IFB) with a closing date of November 19, 2012. The Housing Authority received and opened seven bids. National Demolition Contractors was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid documents and determined that National Demolition Contractors was the lowest responsive and responsible bidder.

Additionally, lead-based paint and asbestos testing is currently being performed and if abatement is required, the awarded contractor will be required to submit a change order for the abatement of any hazardous material to be executed by a licensed contractor.

HACR staff recommends that the Board of Commissioners approve and award the demolition and disposal contract between the HACR and National Demolition Contractors in the amount of \$341,000 and approve the project budget as follows:

Demolition and Disposal	\$ 341,000
Contingency (10%)	\$ 34,100
Lead-Based Paint and Asbestos Abatement	\$ 304,900
Inspection and Fees	\$ 120,000
Total:	\$ 800,000

County Counsel has reviewed and approved as to form the attached contract.

(Continued)

FINANCIAL DATA:

The Successor Agency 2011 Tax Allocation Housing Bond Proceeds is the funding for this activity and is identified in the Recognized Obligation Payment Schedule I, II and III. The Housing Authority has budgeted this expense in the FY 2012/13 budget.

Attachments:

1. Performance Bond
2. Payment Bond
3. Certificate of Insurance
4. Demolition and Abatement Contract

1 **DEMOLITION AND DISPOSAL CONTRACT**
2 **BY AND BETWEEN THE**
3 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
4 **AND NATIONAL DEMOLITON CONTRACTORS FOR THE**
5 **DESERT MOBILE HOME PARK AT DUROVILLE**
6

7 This CONTRACT is made by and between the Housing AUTHORITY of the County
8 of Riverside, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and
9 **National Demolition Contractors**, hereinafter referred to as "CONTRACTOR."

10 WITNESSED that the AUTHORITY and the CONTRACTOR, for the consideration
11 stated herein, mutually agree as follows:

- 12 A. The term "WORK," includes performance, as set forth in the Contract Documents
13 by the CONTRACTOR, of all work or improvements on, in and about the
14 PROPERTY.
- 15 B. AUTHORITY desires the CONTRACTOR to perform the WORK on the terms and
16 conditions hereinafter set forth, and CONTRACTOR agrees to perform said WORK
17 on the terms and conditions set forth below.

18 **ARTICLE 1**

19 **THE CONSTRUCTION CONTRACT**

20
21 1.1 The "Construction Contract" means and includes all of the "Contract Documents." The
22 Contract Documents which form the Construction Contract are incorporated herein by this
23 reference and are made a part of this Construction Contract as if fully set forth herein. The
24 Contract Documents consist of the following component parts:

- 25 1) Invitation for Bids (IFB No. 2012-006)
26 2) Davis-Bacon Prevailing Wage Decision No.: CA120028; CA28; Modification No. 15
27 11/16/2012
28 3) General Conditions of the Contract (HUD-5370)

- 1 4) Special Conditions
- 2 5) This Construction Contract
- 3 6) Drawings/Photographs (if applicable)
- 4 7) Specifications /Scope of Work
- 5 8) Section 3 Certification

6 ARTICLE 2

7 STATEMENT OF WORK

8 2.1 Scope of Services

9 CONTRACTOR shall furnish all labor, material, equipment and services and perform and
10 complete all WORK required for the project identified as **Desert Mobile Home Park**
11 **Demolition Project at Duroville located at 68800 State Highway 195, Thermal, CA 92274**
12 **(APN: 749-090-047) as described in Exhibit "A,"** for the AUTHORITY. CONTRACTOR
13 shall perform all services Monday - Friday, 7:30a.m. to 5:30p.m.

- 14 i. The full scope of WORK is more particularly described on the approved plans and
15 specifications in Exhibit "A," attached hereto and incorporated by this reference.
- 16 ii. All such WORK shall be in strict accordance with the specifications and addenda
17 thereto and the drawings included therein, all as prepared by the AUTHORITY,
18 which said specifications and drawings are incorporated herein by reference and
19 made a part hereof.

20 2.2 Data provided in the specifications and drawings are believed to actually depict the
21 conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not
22 guarantee such data as being all-inclusive or complete in any respect. Nothing contained
23 herein shall relieve CONTRACTOR from making any and all investigations he/she may deem
24 necessary to apprise him/herself of the WORK. CONTRACTOR hereby accepts the location
25 of the PROJECT in an "as is" condition and herein warrants that all such investigations have
26 been performed by him/her, and hereby expressly waives any and all rights under this
27 Construction Contract, or in law, to additional compensation and/or time adjustments for
28 alleged unknown subsurface and/or latent conditions.

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ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

3.1 The WORK to be performed under this Construction Contract shall commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date specified in the Notice, whichever is later, and shall be completed within one-hundred and fifty (150) calendar days following the date of said Notice to Proceed.

3.2 Liquidated Damages

a. If the CONTRACTOR fails to complete the WORK within the time specified in the Contract, or any extension, as specified in the clause entitled Default of this Contract, the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three Hundred and 00/100 Dollars (\$300.00)** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the WORK, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the CONTRACTOR's delay or nonperformance is excused under another clause in this Contract, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

b. If the AUTHORITY terminates the CONTRACTOR's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the WORK together with any increased costs occasioned the AUTHORITY in completing the WORK.

c. If the AUTHORITY does not terminate the CONTRACTOR's right to proceed, the resulting damage will consist of liquidated damages until the WORK is completed or accepted.

ARTICLE 4

CONTRACT SUM

4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Contract,

1 subject to the additions and deductions by Change Order(s) as provided in the Contract
2 Documents, in current funds, the sum **Three-Hundred Forty-One Thousand and 00/100**
3 **Dollars (\$341,000.00).**

4 a. All Contracts for construction, alteration, repair and painting, in excess of \$2,000,
5 in which federal funds are used, shall be subject to Davis-Bacon prevailing wage laws.
6 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all
7 individuals performing work, not less than the prescribed prevailing wage rate by the U.S.
8 Department of Labor or the California State Department of Industrial Relations, whichever is
9 higher. Prevailing wage rates are amended from time to time, and the most current wage
10 decision is always available from the AUTHORITY. CONTRACTOR shall abide by the
11 Federal Labor Standards Provisions (HUD-5370).

12 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales
13 and use taxes required by any local codes, or any law existing or which may hereafter be
14 adopted by federal, state or governmental authority, taxing the materials, services required or
15 labor furnished, and of any other tax levied by reason of the WORK to be performed
16 hereunder.

17 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied
18 himself/herself with said Contract Price which includes all labor and material increases
19 anticipated throughout the duration of this Construction Contract.

20 **ARTICLE 5**

21 **PROGRESS PAYMENTS**

22 5.1 Based upon Applications for Payment submitted by the CONTRACTOR to the
23 AUTHORITY, and certificates for payment issued by the CONTRACTOR, the AUTHORITY
24 shall make progress payments on account of the Contract Sum to the CONTRACTOR, as
25 provided in the General Conditions of the Construction Contract.

26 5.2 Approved applications for progress payment will be paid by the 30th day of each
27 month, provided that application for payment has been submitted to the AUTHORITY on or
28 before the first working day of the month.

1 **ARTICLE 6**

2 **INDEMNIFICATION AND HOLD HARMLESS**

3 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of
4 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
5 officers, Board of Supervisors, elected and appointed officials, employees, agents and
6 representatives (individually and collectively hereinafter referred to as Indemnitees) from any
7 liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers,
8 employees, subcontractors, agents or representatives arising out of or in any way relating to this
9 Contract, including but not limited to property damage, bodily injury, or death or any other
10 element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its
11 officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.
12 CONTRACTOR shall defend at its sole expense, all costs and fees including, but not limited to,
13 attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any
14 claim or action based upon such alleged acts or omissions.

15 6.2 With respect to any action or claim subject to indemnification herein by
16 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their
17 own choice and shall have the right to adjust, settle, or compromise any such action or claim
18 without the prior consent of AUTHORITY; provided, however, that any such adjustment,
19 settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
20 indemnification to Indemnitees as set forth herein.

21 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
22 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any
23 liability for the action or claim involved.

24 6.4 The specified insurance limits required in this Contract shall in no way limit or
25 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees
26 herein from third party claims.

27 6.5 In the event there is conflict between this clause and California Civil Code Section 2782,
28 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not

1 relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by
2 law.

3 **ARTICLE 7**

4 **PROJECT CLOSEOUT**

5 7.1 Prior to completion of the PROJECT, the AUTHORITY shall receive a certificate from
6 the CONTRACTOR that such portion of the PROJECT is ready for use and shall cause a
7 Notice of Completion to be issued. A Notice of Completion shall be issued only when the
8 WORK, including all phases thereof, is finally completed, and all requirements of this contract
9 have been satisfied. The AUTHORITY shall cause the Notice of Completion to be recorded in
10 the office of the County Recorder.

11 7.2 After recordation of the Notice of Completion, and expiration of the thirty (30) day
12 period for filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify
13 the CONTRACTOR of final acceptance of the project, and make final payment of the entire
14 unpaid balance of the Contract Sum, including the five percent (5%) retention, less any
15 amounts which the AUTHORITY is entitled to receive from the CONTRACTOR under the
16 terms of this Contract, including liquidated damages.

17 7.3 In addition to all other requirements, a Notice of Completion shall be issued only when
18 the AUTHORITY has received the following:

- 19 a. A Certificate of Completion, executed by the AUTHORITY.
- 20 b. All guarantees and warranties issued by the manufacturers or installers of
21 appliances or other component parts of the project. CONTRACTOR guarantees
22 that the equipment, materials, and workmanship, not otherwise covered by a
23 guarantee or warranty, will be free from defects in materials and workmanship
24 for a period of one year following final acceptance of the project.
- 25 c. The waiver and release of all liens, claims of liens, or stop notice rights of the
26 CONTRACTOR and all subcontractors, and the CONTRACTOR's Certificate
27 and Release.
- 28 d. Verification from the AUTHORITY that CONTRACTOR has removed all

1 waste materials, rubbish, tools, construction equipment, machinery, and surplus
2 materials from the project site. If the CONTRACTOR has failed to remove any
3 of such items, the AUTHORITY may remove such items, and the
4 CONTRACTOR shall pay the AUTHORITY for all costs incurred in
5 connection with such removal.

6 **ARTICLE 8**

7 **BREACH AND TERMINATION**

8 8.1 Waiver by AUTHORITY of any breach of this Construction Contract shall not
9 constitute a waiver of any other breach or of any future breach. No payment made hereunder
10 shall be construed to be an acceptance of defective WORK or improper materials.

11 8.2 In addition to any right of termination reserved to the AUTHORITY by paragraph 34 of
12 the General Conditions of the Construction Contract, the AUTHORITY may terminate this
13 contract if the CONTRACTOR is adjudged bankrupt, a receiver is appointed because of the
14 CONTRACTOR's insolvency, or the CONTRACTOR makes a general assignment for the
15 benefit of his/her creditors, fails to make prompt payment to subcontractor(s), or for material or
16 labor, persistently disregards laws, ordinances, rules, regulations or orders of any public
17 authority having jurisdiction, fails to construct the project in accordance with the Drawings and
18 Specifications, or otherwise substantially violates any provision of the Contract documents.

19 8.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written
20 notice prior to terminating this Contract, pursuant to this section, provided, however, that the
21 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of
22 improvements, or other permanent construction work encompassing part of the PROJECT.
23 Upon termination, the AUTHORITY may take possession of the PROJECT and all materials,
24 equipment, tools, and construction equipment and machinery owned by the CONTRACTOR
25 and located at the PROJECT Site and may finish the PROJECT by whatever method it may
26 deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further
27 payment under this Contract.

28 8.4 The AUTHORITY shall not be deemed to have waived any of its other rights of

1 remedies against the CONTRACTOR by exercising its right of termination under this section.

2 8.5 Any action at law or in equity brought by either of the parties hereto for the purpose of
3 enforcing a right or rights provided for by this Contract shall be tried in a court of competent
4 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
5 provisions of law providing for a change of venue in such proceedings to any other county.

6 **ARTICLE 9**

7 **MISCELLANEOUS PROVISIONS**

8 9.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations,
9 ordinances and orders of any governmental entity relating to the WORK. Should
10 CONTRACTOR become aware that any provisions of the Construction Contract is at variance
11 with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in
12 writing to the AUTHORITY of such variance.

13 9.2 It is hereby declared to be the intention of the parties that the sections, paragraphs,
14 sentences, clauses and phrases of this Contract are severable, and if any phrase, clause,
15 sentence, paragraph or section of this Contract shall be declared unconstitutional, invalid or
16 unenforceable by the valid judgment or decree of a court of competent jurisdiction, such
17 unconstitutionality, invalidity or unenforceability shall not affect any of the remaining clauses,
18 sentences, paragraphs and sections of this Contract.

19 9.3 In the event of any conflict between this Construction Contract and provisions of the
20 General Conditions of the Contract, the provisions in the Construction Contract shall govern.
21 In case of difference between the Technical Specifications and the Drawings, the Technical
22 Specifications shall govern. In case of any difference between the Special Conditions and
23 other provisions of the Construction Contract, or the Contract Documents, the provisions of the
24 Special Conditions shall govern. In the event of difference between the Contract or General
25 Conditions or Special Conditions or Technical Specifications or General Requirements, the
26 former documents shall govern.

27 9.4 The persons executing this Contract on behalf of the parties warrant and represent that
28 they have the authority to execute this Contract on behalf of each respective party and further

1 warrant and represent that they have the authority to bind each respective party to the
2 performance of its obligation hereunder.

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(Signatures on next page)

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1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this Construction Contract this ____ day of _____, 2012.

3 (to be filled in by Clerk of the Board)

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6 **Housing Authority of the County of Riverside Contractor**

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8
9 _____
10 John Tavaglione, Chairman
11 Board of Commissioners

12 _____
13 By: Jennifer Perry
14 Its: Owner
15 License # 765851

16 **Attest:**
17 Kecia Harper-Ihem
18 Clerk of the Board

19 _____
20 Deputy

21 **Approved As To Form:**
22 Pamela J. Walls
23 County Counsel

24 _____
25 *Marsha Victor 11/21/12*
26 Marsha Victor, Deputy County Counsel

27 S:\Department\Contracting\Development Division\Successor Agency Projects\Desert Mobile Home Demo Project at Duroville\Construction Contract\Demolition

28 and Disposal Contract for the Desert Mobile Home Park at Duroville.docx

1 **Exhibit "A"**

2 **1.0 Scope of Work (SOW) Summary**

3 In general, the Work includes, but is not limited to, the following: The Contractor shall furnish
4 all labor, materials, services, permits, insurance, testing and equipment necessary for
5 deconstruction, demolition, disposal, abatement, and removal of mobile home units (i.e. travel
6 trailers, ancillary structures or parts thereof) located within the Desert Mobile Home Park at
7 Duroville and followed by subsequent demolition of the remaining mobile home units
8 throughout the Mobile Home Park on an as-needed basis. Furthermore, the Contractor will
9 properly remove and dispose of regulated hazardous materials including lead based paint,
10 asbestos containing materials and other environmentally regulated material shown, identified or
11 otherwise implied in the Contract Documents. The removal and disposal of these materials will
12 be identified by the lead-based paint and asbestos report/survey and processed by a change order
13 to the contractor. Finally, identify the location of existing utilities and disconnect, cap and
14 secure the existing septic systems, water supply, gas piping, electrical service and other
15 associated utilities servicing the buildings to be demolished.

16 The Contractor shall furnish all labor, supervision, material, parts, tools, and equipment
17 designated for removal by HACR. The demolition may also include unpermitted room
18 additions, patios, awnings, excessive trash, as well as the removal of trees blocking the removal
19 of the mobile home(s).

Item #	Qty	Description – Demolition and Disposal of Mobile Homes and Structures at Duroville.
■	39 Units	157,122,129,44,97,62B,25,110,264B,119,190,185,242,43,235,152,132C,163,209,262,202,19,47,186,250,245,219,71,169,210,140,188,21,132B,135B,171,35A,191,81 – Please refer to site plan (vicinity map) for location
■	121 Units	Fee amount to demolish (121) mobile home units in small batches of 5, 10, or more at a time. Includes any excess trash/items left in the interior of unit and other items listed in the Specifications/Scope of Work.
	160 Units	TOTAL

20 **2.1 Desert Mobile Home Park Demolition/Abatement Specifications:**

21 The mobile home units that are to be removed are located at Desert Mobile Home Park at
22 Duroville. The mobile homes are to be removed and transported to an authorized facility to be
23 demolished. If additional services and/or the use of special equipment are necessary to complete
24 the work, prior written authorization must be obtained. Further, upon a complete
25

1 breakdown/demolition of the mobile home, the contractor shall submit a breakdown of service
2 provided and proof of disposal from the landfill.

3 **2.2.1** Singlewide mobile home with any excess trash/items left in the interior of the
4 Home;

5 **2.2.2** Doublewide mobile home with any excess trash/items left in the interior of the
6 home;

7 **2.2.3** Travel Trailers with any excess trash/items left in the interior
8 of the home; and

9 **2.2.4** Removal of the following will be part of the abatement of mobile home, on an as
10 needed basis include but are not limited to the following:

- 11 ▪ Porch Cover
- 12 ▪ Removal of aluminum and Non-aluminum Car Port/Awning
- 13 ▪ Room Addition
- 14 ▪ Exterior Excessive Trash/Debris
- 15 ▪ Identify and locate existing utilities and disconnect, cap and secure the
16 septic systems, water supply, gas piping, electrical service and other
17 associated utilities servicing the buildings to be demolished.
- 18 ▪ Removal and Disposal of Trees
- 19 ▪ Removal of Wooden Structures
- 20 ▪ Removal of Aluminum
- 21 ▪ Removal of Refrigerator Parts
- 22 ▪ Removal of Washers
- 23 ▪ Removal of Sofas
- 24 ▪ Removal of Engine Parts
- 25 ▪ Removal of Wood Lumber
- 26 ▪ Removal of excess trash left outside of mobile/unit
- 27
- 28

1 **2.2.5** A typical abatement of a unit will include excessive trash, aluminum awning/carport;
2 accessory structures to mobile home.

3 **2.2.6** Any other items associated with the mobile home/unit that are directly related to the
4 mobile home/unit and not listed in the IFB will require submission of a change order for
5 approval.

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8 **2.3 Demolition/Abatement Site Location:**
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Item #	Demolition/Abatement Location:
1	Desert Mobile Home Park at Duroville 68800 State Highway 195, Thermal, CA 92274

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17 **2.3.1** The project is located in the unincorporated community of Thermal (County of
18 Riverside).

19 **2.4 Work Order Procedure for Demolition/Abatement of Mobile Home/Units:**

20 **2.4.1** The demolition procedure for a specified mobile home unit shall be through a written
21 work order, which shall include a description and location of the mobile home, travel trailers
22 and/or incidentals that are located within the Desert Mobile Home Park at Duroville.

23 **2.4.2** All mobile home, travel trailer, and/or incidentals shall be demolished, abated and
24 removed from the property described on the written work order and shall be transported to a
25 legal, authorized metal recycling facility, scrap yard, or County landfill. The Contractor shall
26 transport the entire mobile home, travel trailer, and/or incidentals by transporting all materials to
27 an authorized facility. Transportation and depositing of the mobile home, travel trailer, and/or
28 incidentals in any other location other than an authorized facility is a violation of the California
Code of Regulations and Riverside County Ordinance 457. The selected bidder (e.g. Contractor)
shall certify that the demolished mobile home, travel trailer, and/or incidentals and parts thereof
shall never be reconstructed or made operable. All license plates and insignia labels found

1 within the mobile home, travel trailer, and/or incidentals being abated shall be removed by the
2 Contractor and forwarded to HACR. All items not recycled for scrap metal shall be disposed of
3 in a manner meeting all legal requirements of Riverside County Hazardous Waste Ordinance
Number 615.

4 **2.4.3** All components of the mobile home, travel trailer, and/or incidentals removed by the
5 Contractor, his employees or representatives shall be destroyed, with the exception of parts that
6 may be salvaged. The term "Salvage" applies to individual structural parts, permanent
7 fixtures/equipment or other scrap material removed from the mobile homes or trailers and sold to
8 an authorized scrap yard or recycling center and does not mean the repair/reconstruction of the
mobile home or trailer for resale/re-installation or the retention/resale of personal property found
during the abatement.

9 **2.4.4** Upon completion of the removal and disposal of the mobile home, travel trailer, and/or
10 incidentals, the Contractor shall submit to HACR the following items:

- 11 i. One (1) copy of the Work Order with the
12 Confirmation/certification of demolition section completed and
13 signed;
- 14 ii. One (1) picture of the demolished mobile home; and
- 15 iii. All license plates and insignia labels found within the mobile home
16 or travel trailer.

17 **2.4.5** *The mobile home, travel trailer, and/or incidentals can be deconstructed, demolished,*
18 *or abated on-site or off-site but the debris will have to be removed from the property and shall*
19 *be transported to a legal, authorized metal recycling facility, scrap yard, or County landfill.*

20 **2.5 Scheduling**

21 **2.5.1** The Contractor shall be solely and completely responsible for the condition of the
22 premises on which the work is performed and for safety of all persons and property on the site
23 during performance of the contract. This requirement shall not be limited to normal working
hours, (Monday-Friday 7:30 a.m. to 4:00 p.m.), but shall apply continuously throughout the
project.

24 **2.5.2** The Contractor is advised that certain inconveniences may be encountered. Complete
25 cooperation between the Contractor and HACR's Project Manager will be necessary to expedite
26 the work with the least amount of interference or delay.

27 **2.6 Quality Assurance**

1 2.6.1 The Contractor shall use an adequate number of skilled workers who are thoroughly
2 trained and experienced in the necessary crafts and who are completely familiar with the
3 specified requirements and the methods needed for proper performance of all work contained in
the Specifications/Scope of Work.

4 2.6.2 The Contractor shall make all corrections, replacements, and repairs to any part of work
5 that has been deemed unacceptable due to poor workmanship, carelessness / negligence,
6 damages done during installation and construction, or oversight (an inadvertent omission or
7 error; as to Forget to do something that now has to be redone) at no additional cost to HACR.
This is not cause for issuing a change order.

8 2.6.3 Upon HACR's request, the Contractor shall provide evidence of a minimum of five (5)
9 year's experience performing this type of project.

10 2.7 Safety and Special Requirements

11 2.7.1 The Contractor shall be solely and completely responsible for the condition of the premises
12 on which the work is performed and for safety of all persons and property on the site during
13 performance of the contract. This requirement shall not be limited to normal working hours, but
shall apply continuously. Contractor shall conform to all governing safety regulations.

14 2.7.2 The Contractor shall provide all material safety data sheets (MSDS) prior to use of any
15 hazardous materials on the project site(s).

16 2.7.3 The Contractor shall be required to provide appropriate warning signs and barricades
17 during project to insure public safety.

18 2.7.4 The Contractor shall be responsible for all means and methods as they relate to safety and
19 shall comply with all applicable local, state and federal requirements that are safety related. All
20 related personnel shall be instructed daily to be mindful of the full time requirement to maintain
21 a safe environment for the facility's occupants including staff, visitors, customers and the
occurrence of the general public on or near the site.

22 2.7.5 The Contractor shall be responsible for securing the mobile home once the work order
23 has been issued by the HACR. This will insure that mobile home will be vacant upon the
removal of the mobile home.

24 2.8 Clean-Up

25 2.8.1 The work area shall be kept clean at all times. At the end of the workday all unused
26 materials shall be stacked in a neat and orderly manner and located in an area out of the path of
27 others. HACR can at any time stop the job for any condition which may be deemed unsafe.
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1 **2.8.2** At the end of each day Contractor shall clean and remove all material, tools and debris.
2 HACR Project Manager shall designate an area for materials and tools once the contract has been
awarded.

3 **2.8.3** HACR's or the Property Owner's dumpster(s) shall not be used by the Contractor.
4 Contractors shall supply their own dumpster(s) and lawfully transport and dispose of all trash
5 and debris generated by the project into an appropriate dumpsite.

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7 **2.9 Warranty**

8 **2.9.1** All work is guaranteed by Contractor for a period of one-year from the recordation of the
9 Notice of Completion, including but not limited to those resulting from inferior materials,
10 equipment, or workmanship. Upon notice from HACR, Contractor shall promptly remedy any
11 problems at contractor's expense; otherwise, HACR shall proceed to remedy such problems and
Contractor shall reimburse HACR for its expenses in connection therewith.

12 **2.9.2** This one-year guarantee is in addition to any specific guarantee(s) provided for elsewhere
13 in the Contract Documents or by suppliers or manufacturers.

14 **2.9.3** Contractor is under an affirmative duty to disclose latent defects. At final inspection,
15 Contractor shall advise HACR of known latent defects. If at final inspection there are
16 undisclosed latent defects which are known to Contractor or reasonably should have been known
17 to Contractor, the guarantee period is extended by the number of days prior to discovery of such
latent defects by HACR.

18 **2.10 Permits:** The Contractor will be required to coordinate with the Torres-Martinez Desert
19 Cahuilla Indians to pull permits for the demolition and removal of the units.
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