

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* Lisette Rose
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* MARSHAL VICTOR
 DATE: 8/5/13

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

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

665



FROM: Housing Authority

SUBMITTAL DATE:
 August 28, 2013

SUBJECT: Heating, Ventilation and Air Conditioning Improvement Project at Dracaea Townhomes

RECOMMENDED MOTION: The Board of Commissioners:

1. Accept the low bid by, and award the construction contract to the lowest responsive and responsible bidder, D.Webb, Inc., in the amount of \$155,045 for removal and installation of 28 HVAC units at Dracaea Townhomes;
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)

[Signature]
 Robert Field
 Executive Director
 By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 170,550	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No	
SOURCE OF FUNDS: Department of Housing and Urban Development, Capital Fund Program	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

13 AUG 28 2013 10:51 AM RECEIVED BOARD OF COMMISSIONERS

Prev. Agn. Ref.: _____ District: 5/5 Agenda Number: **10-1**

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$170,550;
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 the removal and installation of 28 Heating, Ventilation and Air Conditioning (HVAC) units at Dracaea Townhomes located at 24340, 24346, 24356, 24360 & 24366 Dracaea Avenue, Moreno Valley, CA 92553. The Energy Star rated units will assist in saving energy, resources, and continue the modernization of the Dracaea Townhomes.

The HACR advertised an Invitation for Bids (IFB) with a closing date of July 8, 2013. The Housing Authority received and opened six bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid documents and determined that D. Webb, Inc. was the lowest responsive and responsible bidder.

HACR staff recommends that the Board of Commissioners approve and award the construction contract between the HACR and D. Webb Incorporated in the amount of \$155,045 and approve the project budget as follows:

Construction Contract	\$ 155,045
Contingency (10%)	\$ 15,505
Total:	\$ 170,550

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

FINANCIAL DATA:

The funding source for this activity is from the Housing & Urban Development (HUD) Capital Fund Program and does not involve the use of County General Funds.

Attachments:

1. Performance Bond
2. Payment Bond
3. Certificate of Insurance
4. Construction Contract

1 **CONSTRUCTION CONTRACT BY AND BETWEEN**
2 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **AND D. WEBB, INC.**

4 **FOR THE HVAC IMPROVEMENT PROJECT AT DRACAEA TOWNHOMES**

5 This CONTRACT is made by and between the Housing Authority of the County of Riverside, a
6 body corporate and politic, hereinafter referred to as "AUTHORITY", and D. Webb, Inc. hereinafter
7 referred to as "CONTRACTOR."

8 **RECITALS**

- 9 A. The AUTHORITY is the owner of a certain real property located in the County of
10 Riverside, commonly known as the **Dracaea Townhomes located at 24340, 24346,**
11 **24356, 24360 & 24366 Dracaea Avenue, Moreno Valley, CA 92553**, hereinafter referred
12 to as "PROPERTY;"
- 13 B. The term "PROJECT" includes performance, as set forth in the Contract Documents, by
14 the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- 15 C. AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and
16 conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on
17 the terms and conditions set forth below.

18 NOW, THEREFORE, the AUTHORITY and CONTRACTOR, for the consideration set forth
19 herein, mutually agree as follows:

20 **ARTICLE I**

21 **THE CONSTRUCTION CONTRACT**

22 1.1 The Contract Documents means and includes, without limitation, all of the following which are
23 incorporated herein by this reference and are made a part of this CONTRACT as if fully set forth herein.
24 The Contract Documents consist of the following component parts:

- 25 1. Invitation for Bids (IFB), or Quotations for Small Purchases (i.e. Request for Quotes), as
26 applicable.

2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369 (10/2002)
3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
4. Bid Proposal, including:
 - a. Form of Bid or Form of Quote, as applicable.
 - b. Non-Collusive Affidavit
 - c. Designation of Subcontractors
5. Payment and Performance Bonds
6. Davis-Bacon Prevailing Wage Decision No. CA130028 05/10/2013 Modification No. 6 CA28
7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370 (11/2006)
8. Special Conditions
9. Drawings and photographs
10. Specifications
11. Addenda

ARTICLE 2

STATEMENT OF PROJECT WORK

2.1 Scope of Services

CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all Work for the PROJECT identified as **HVAC Improvement Project at Dracaea Townhomes as described in "Exhibit A"**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:00 p.m.

2.1.1. The full scope of Work is described in the Contract Documents and more specifically in the approved plans and specifications.

2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda thereto and the drawings included therein, all as prepared by the AUTHORITY.

1 2.2 Site Conditions

2 Data provided in the specifications and drawings are believed to depict the conditions to be encountered
3 by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or
4 complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and
5 all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S
6 submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement
7 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a
8 careful and thorough examination, to its satisfaction of: the Contract Documents, and other information
9 provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements;
10 the visible conditions at the site and its surroundings, visible conditions of existing improvements and
11 their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site
12 concurrently under construction; and all information concerning visible and concealed conditions above
13 and below the surface of the ground at the site and in existing improvements, including without limitation,
14 surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either
15 provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for
16 review in the public records.

17 **ARTICLE 3**

18 **TIME OF COMMENCEMENT AND COMPLETION**

19 3.1 Time for Completion

20 The Work, as defined in the General Conditions, to be performed under this CONTRACT shall
21 commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the
22 date specified in the Notice, whichever is later, and shall be completed within **sixty (60) calendar days**
23 following the said date. Time is of the essence under this CONTRACT as to each provision in which
24 time of performance is a factor.

25 3.2 Liquidated Damages

26 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the
27 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370

1 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of
2 **Three Hundred and 00/100 Dollars (\$300.00)** for each day of delay. If different completion dates are
3 specified in the contract for separate parts or stages of the Work, the amount of liquidated damages shall
4 be assessed on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
5 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
6 due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

7 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting
8 damage will consist of liquidated damages until such reasonable time as may be required for final
9 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in
10 completing the PROJECT.

11 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
12 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

13 **ARTICLE 4**

14 **CONTRACT SUM**

15 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
16 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **One**
17 **Hundred Fifty Five Thousand Forty Five and 00/100 Dollars (\$155,045).**

18 The CONTRACTOR exceeds the contract sum amount at his/her own risk. The Contractor is
19 under no obligation to provide additional services that would cause the CONTRACTOR's fees to exceed
20 the contract sum without prior revision of this amount by written change order.

21 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
22 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
23 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
24 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
25 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).

1 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
2 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards
3 Provisions (HUD-5370 Clause No. 46).

4 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
5 taxes required by local codes, or any law existing or which may hereafter be adopted by federal, state or
6 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
7 levied by reason of the Work to be performed hereunder.

8 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
9 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
10 CONTRACT.

11 **ARTICLE 5**

12 **PROGRESS PAYMENTS**

13 5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and
14 certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress
15 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions
16 of the Construction Documents.

17 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
18 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
19 payment requesting progress payment. Approved applications for progress payments will be paid by the
20 30th day of each month, provided that the application for payment has been submitted to the
21 AUTHORITY on or before the first working day of the month.

22 **ARTICLE 6**

23 **INDEMNIFICATION AND HOLD HARMLESS**

24 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
25 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
26 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
27 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability

1 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
2 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
3 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
4 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
5 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

6 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
7 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
8 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
9 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
10 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

11 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
12 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
13 or claim involved.

14 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
15 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
16 third party claims.

17 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
18 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
19 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

20 **ARTICLE 7**

21 **INSURANCE**

22 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
23 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
24 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to
25 the insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of
26 Riverside, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
27

1 respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or
2 appointed officials, agents or representatives as Additional Insureds.

3 7.1.1. Workers' Compensation:

4 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall
5 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
6 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
7 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
8 subrogation in favor of the AUTHORITY.

9 7.1.2 Commercial General Liability:

10 Commercial General Liability insurance coverage, including but not limited to, premises liability,
11 unmodified contractual liability, products and completed operations liability, personal and advertising
12 injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S
13 performance of its obligations hereunder. Policy shall name the AUTHORITY as Additional Insured.
14 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
15 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than
16 two (2) times the occurrence limit.

17 7.1.3 Vehicle Liability:

18 If vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT,
19 then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so
20 used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance
21 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
22 times the occurrence limit. Policy shall name the AUTHORITY as Additional Insureds.

23 7.1.4 General Insurance Provisions - All lines:

24 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
25 of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
26 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
27

1 Manager waives a requirement for a particular insurer such waiver is only valid for that
2 specific insurer and only for one policy term.

3 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
4 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
5 such retention shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Agreement. Upon notification of self-insured
7 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk
8 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured
9 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which
10 guarantees payment of losses and related investigations, claims administration, and defense
11 costs and expenses.

12 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
13 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and
14 certified original copies of Endorsements effecting coverage as required herein, and 2) if
15 requested to do so orally or in writing by the County Risk Manager, provide original
16 Certified copies of policies including all Endorsements and all attachments thereto,
17 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
18 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
19 written notice shall be given to the AUTHORITY prior to any material modification,
20 cancellation, expiration or reduction in coverage of such insurance. In the event of a
21 material modification, cancellation, expiration, or reduction in coverage, this CONTRACT
22 shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date,
23 another properly executed original Certificate of Insurance and original copies of
24 endorsements or certified original policies, including all endorsements and attachments
25 thereto evidencing coverage's set forth herein and the insurance required herein is in full
26 force and effect. *CONTRACTOR shall not commence operations until the AUTHORITY*
27 *has been furnished original Certificate (s) of Insurance and certified original copies of*

1 *endorsements and if requested, certified original policies of insurance including all*
2 *endorsements and any and all other attachments as required in this Section, showing that*
3 *such insurance is in full force and effect. An individual authorized by the insurance carrier*
4 *to do so on its behalf shall sign the original endorsements for each policy and the*
5 *Certificate of Insurance.*4) It is understood and agreed to by the parties hereto that the
6 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S
7 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
8 not be construed as contributory.

9 5) If, during the term of this CONTRACT or any extension thereof, there is a material change
10 in the scope of services; or, there is a material change in the equipment to be used in the
11 performance of the scope of work; or, the term of this CONTRACT, including any
12 extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust
13 the types of insurance and the monetary limits of liability required under this Construction
14 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
15 insurance carried by the CONTRACTOR has become inadequate.

16 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
17 subcontractors working under this CONTRACT.

18 7) The insurance requirements contained in this CONTRACT may be met with a program(s)
19 of self-insurance acceptable to the AUTHORITY.

20 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any
21 incident or event that may give rise to a claim arising from this CONTRACT.

22 **ARTICLE 8**

23 **PROJECT CLOSEOUT**

24 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
25 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use, and shall
26 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the
27 WORK, including all phases thereof, is finally completed, and all requirements of this CONTRACT have

1 been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the
2 County Recorder.

3 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
4 AUTHORITY has received the following:

5 1. A Certificate of Completion executed by the AUTHORITY.

6 2. All guarantees and warranties issued by the manufacturers or installers of appliances or
7 other component parts of the WORK. CONTRACTOR guarantees that the equipment, materials, and
8 workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials
9 and workmanship for a period of one year following final acceptance of the project.

10 3. The waiver and release of all liens, claims of liens, or stop notice rights of the
11 CONTRACTOR and all subcontractors, and the CONTRACTORS' Certificate and Release.

12 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste
13 materials, rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site.
14 If the CONTRACTOR has failed to remove any such items, the AUTHORITY may remove such items,
15 and the CONTRACTOR shall pay the AUTHORITY for all costs incurred in connection with such
16 removal.

17 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for
18 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
19 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the
20 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction
21 Contract, including liquidated damages.

22 **ARTICLE 9**

23 **APPLICABLE LAWS AND REGULATIONS**

24 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,
25 HUD, the AUTHORITY and the Contractor each agree to comply with the following provisions:

26 9.1.1 Executive Order 11246.
27

1 For all construction contracts awarded in excess of \$10,000 by AUTHORITY, CONTRACTOR hereby
2 agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment
3 Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in
4 Department of Labor Regulations (41 CFR Chapter 60).

5 9.1.2 Copeland "Anti-Kickback Act"

6 For all construction or repair contracts awarded by the AUTHORITY, CONTRACTOR hereby agrees to
7 comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor
8 Regulations (29 CFR Part 3).

9 9.1.3 Davis-Bacon Act

10 For all construction contracts awarded by AUTHORITY in excess of \$2,000, when required by Federal
11 Grant Program legislation, CONTRACTOR hereby agrees to comply with the Davis-Bacon Act (40
12 U.S.C, 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). A
13 prevailing wage rate including basic hourly rate and any fringe benefits) determined under State law shall
14 be inapplicable to a contract or AUTHORITY performed work item for the development, maintenance,
15 and modernization of a project (24 CFR Part 965.101).

16 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

17 For all construction contracts awarded by the AUTHORITY in excess of \$2,000, and for other contracts
18 which involve the employment of mechanics or laborers awarded in excess of \$2,500, CONTRACTOR
19 agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-
20 330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

21 9.1.5 Clean Air Act.

22 For all contracts in excess of \$100,000, the CONTRACTOR hereby agrees to comply with all applicable
23 standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h),
24 Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental
25 Protection Agency regulations (40 CFR 15).

1 9.1.6 Energy Policy and Conservation Act.

2 The CONTRACTOR hereby agrees to comply with all mandatory standards and policies relating to
3 energy efficiency, which are contained in the state energy conservation plan issued in compliance with the
4 Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 781).

5 9.1.7 Labor Code Section 1861 Certification

6 By signing CONTRACT below, CONTRACTOR certifies that s/he/it is aware of the provisions of
7 Section 3700 of the California Labor Code which require every employer to be insured against liability
8 for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the
9 California Labor Code, and that s/he/it will comply with such provisions before commencing the
10 performance of the Work.

11 9.1.8 Government Standards.

12 It is the responsibility of the CONTRACTOR to ensure that all items and services provided conform to all
13 local, State and Federal law concerning safety (CalOSHA) and environmental control (EPA and Riverside
14 County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The
15 CONTRACTOR shall be responsible for all costs incurred for compliance with any such possible
16 ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given
17 to the CONTRACTOR for time or monies lost due to violations of any such ordinance, code, law or
18 regulations that may occur.

19 **ARTICLE 10**

20 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

21 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
22 makes the following assurances, where applicable:

23 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
24 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

25 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
26 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
27 denied the benefits of, or subjected to, discrimination under any program or activity which receives

1 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
2 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
3 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
4 seq.).

5 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
6 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
7 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
8 services, including in any way making unavailable or denying a dwelling to any person because of race,
9 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
10 CONTRACTOR administer all programs and activities, which are related to housing and community
11 development, in such a manner as affirmatively to further fair housing.

12 10.1.4 Age Discrimination Act of 1975.

13 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

14 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
15 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

16 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly
17 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended
18 or ineligible contractor.

19 10.1.8 That none of the personnel who are employed in the administration of the WORK required
20 by this CONTRACT shall, in any way or to any extent, be engaged in conduct of political activities in
21 violation of Title V, Chapter 15, of the United States Code.

22 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
23 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
24 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
25 provision of law and each clause, which is required by law to be inserted in this CONTRACT, shall be
26 deemed to have been inserted herein, and this CONTRACT shall be read and enforced as though such
27 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such
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1 provision is not inserted or is inserted incorrectly, this CONTRACT shall forthwith be physically
2 amended to make such insertion or correction upon the application of either part.

3 **ARTICLE 11**

4 **HUD SECTION 3 REQUIREMENTS**

5 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
6 included as a part of this CONTRACT.

7 11.1.1 The work to be performed under this CONTRACT is subject to the requirements of
8 Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3).
9 The purpose of Section 3 is to ensure that employment and other economic opportunities generated by
10 HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be
11 directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

12 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
13 implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that
14 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
15 Part 135 regulations.

16 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers
17 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a
18 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments
19 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where
20 both employees and applicants for training and employment positions can see the notice. The notice shall
21 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
22 and location of the person(s) taking applications for each of the positions; and the anticipated date the
23 work shall being.

24 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
25 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
26 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
27 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
28

1 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
2 in violation of the regulations in 24 CFR Part 135.

3 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
4 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
5 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
6 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
7 CFR Part 135.

8 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
9 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
10 contracts.

11 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
12 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
13 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
14 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
15 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
16 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
17 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
18 but not in derogation of compliance with section 7(b).

19 **ARTICLE 12**

20 **BREACH AND TERMINATION**

21 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
22 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
23 of defective work or improper materials.

24 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
25 Clause 32 and 34.

26 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
27 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is

1 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
2 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
3 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
4 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
5 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
6 Contract Documents.

7 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
8 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
9 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
10 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
11 possession of the PROJECT and all materials, equipment, tools and construction equipment and
12 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
13 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
14 receive any further payment under this CONTRACT.

15 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
16 the CONTRACTOR by exercising its right of termination under this section.

17 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
18 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
19 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
20 a change of venue in such proceedings to any other county.

21 **ARTICLE 13**

22 **MISCELLANEOUS PROVISIONS**

23 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
24 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
25 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
26 he/she shall promptly give notice in writing to AUTHORITY of such variance.

1 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
2 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
3 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
4 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
5 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
6 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

7 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
8 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
9 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
10 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
11 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
12 CONTRACT.

13 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
14 General Conditions shall prevail. In the event of a conflict between the contract and any applicable state
15 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or
16 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,
17 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive
18 Order shall prevail.

19 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
20 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
21 represent that they have the authority to bind each respective party to the performance of its obligation
22 hereunder.

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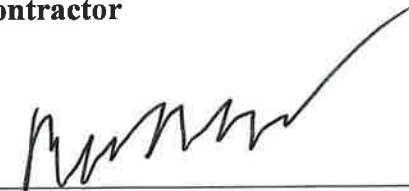
27 ///

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Construction Contract this ____ day of _____, 2013.

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

4
5 **Housing Authority of the County of Riverside Contractor**

6
7
8 _____
9 John J. Benoit, Chairman
10 Board of Commissioners

11 
12 _____
13 By: David Webb
14 Its: President
15 License # 794667

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  8/5/13
25 _____
26 Marsha Victor, Principal Deputy County Counsel

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28 ///

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Exhibit "A"
Scope of Work

1.0 PUBLIC HOUSING DEVELOPMENT SITE LOCATION:

Item #	Public Housing Developments - Site Addresses
1	Dracaea Townhomes 24340,24346,24356,24360&24366 Dracaea Avenue Moreno Valley, CA 92553

1.1 GENERAL SPECIFICATIONS OF WORK

- 1.1.1** Refer to the Construction Drawings/Plans (**HVAC Replacement: Dracaea Townhomes**) for additional project details and specifications.
- 1.1.2** The construction drawings/plans have been plan checked approved by the County of Riverside Facilities Management.
- 1.1.3** Remove all existing coolers and air ducts in 28 units. The 28 units are comprised of 5 buildings. Twenty-five (25) units are two-story townhouses (890 sq. ft.) and three (3) units are single-story ADA accessible units (864 sq. ft.).
- 1.1.2** Contractor to leave existing ceiling to attic adapter (supply box) in each room and reattach new duct and air supply registers to the existing supply box.
- 1.1.3** Modify roof openings to accept roof curb where needed and install 28 – 2 ½ ton roof mounted dual package – gas heater/air conditioner units, 14 SEER (Energy Star” rated using R-410A refrigerant). Unit weight not to exceed 400 lbs. See structural engineer specifications for roof openings and curbs.
- 1.1.4** Furnish an adjustable roof curb for each unit, mounted over modified openings. Install per manufactures specifications and instructions. All roof jacks, curbs and roof penetrations are to be properly sealed with appropriate roofing materials. Provide blocking and fastening as required by structural drawings/plans.
- 1.1.5** Furnish all appropriately sized insulated type A/C ducting. Existing permanent metal ducting that penetrates between first and second floor levels is to be reused.
- 1.1.6** Remove and replace all room cooler registers with new appropriately sized adjustable curved type registers.
- 1.1.7** Cut where necessary the 16”x16” (size may vary) evaporative cooler supply fixed duct in attic space where it penetrates second floor ceiling and extends down the enclosed wall to the first floor

1 ceiling (leave in place). Attach new insulated supply duct or plenum where cut was made to hard
2 duct for supply air to the first floor. Insert R-19 insulation to any area around the existing duct
3 where it penetrates the second floor ceiling in attic area if disturbed or missing.

4 **1.1.8** In each unit, the existing 70 amp electrical service sub panel is located on first floor behind the
5 staircase. Install proper wire size from this location to the new HVAC unit on roof. All wires to
6 be installed in wall cavities. Furnish two (2) appropriate pole breakers in service panel and fused
7 disconnect on roof within 25' of HVAC unit.

8 **1.1.9** Unit condensate line to run to the closest sewer vent pipe if possible or be run over roof edge and
9 discharge over the edge in a manner so water will not hit building (combine two into one where
10 possible). Condensate not to drain over public way, not free fall over roof edge, splash pad
11 required at drain area 2-3 inches free fall to finish grade.

12 **1.1.10** Gas meters are located at the end of each building (location shown on drawings). Intercept gas line
13 in attic space above each apartment where it connects to the second floor wall heater. Remove gas
14 line from the wall heater and do not reconnect. Where gas line reduces from 1" to 3/4" intercept at
15 that point and reroute to extend up through roof at the location of the new HVAC unit. Install 3/4"
16 gas cock with flex line to the heater side of the unit. Flash and patch roof penetration per detail.

17 **1.1.11** Remove all existing wall heaters on each floor, cap off gas line in wall and in attic. Exhaust vent
18 to remain at this time. Furnish an access panel where gas line is capped in wall. Fill and drywall
19 heater opening, tape, spackle, texture prime and paint wall to match surrounding wall finish.

20 **1.1.12** Remove cooler on/off switch from its circuit, cap wires and install a blank ivory wall plate.

21 **1.1.13** Furnish a combination filter return air register at ceiling above the second floor landing.

22 **1.1.14** Furnish a programmable thermostat at second floor hallway in close proximity to the return air
23 register. Provide thermostat instructions for residents in both English and Spanish.

24 **1.1.16** Contractor to field verify sizing of package unit, all dimensions and locations of all equipment
25 involved.

26 **1.1.17** HERS testing by third party not affiliated with contractor.

27 **1.1.18** Contractor to dispose of all materials off-site daily.

28 **1.2 Interpretation of the Documents:** 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 HACR. Any interpretation of the documents will be made only by amendment
duly issued and a copy of such amendment will be mailed or delivered to each person or firm
receiving a set of such documents. The HACR will not be responsible for any other explanations
or interpretations. Should anything in the scope of the 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 HACR.