

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS 10/31/14
 DATE

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

417



FROM: Housing Authority

SUBMITTAL DATE:
 November 18, 2014

SUBJECT: Street Improvement Project at the Hernandez Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4/District 4, [\$363,595], Redevelopment Agency for the County of Riverside 2011 Tax Allocation Housing Bonds 85%, Coachella Valley Air Quality Enhancement Trust Fund 15%

RECOMMENDED MOTION: That the Board of Commissioners:

1. Accept the low bid by Lee & Stires, Inc., and award the construction contract to Lee & Stires, Inc. as the lowest responsive and responsible bidder, in the amount of \$330,541 for the installation of street and associated capital improvements at the Hernandez 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 Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 363,595	\$ 0	\$ 363,595	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Redevelopment Agency for the County of Riverside 2011 Tax Allocation Housing Bonds 85% and Coachella Valley Air Quality Enhancement Trust Fund 15%
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 11/18/14

Departmental Concurrence

- A-30
- 4/5
- Positions Added
- Change Order
- Vote

Prev. Agn. Ref.: _____ District: 4/4 Agenda Number: _____

10-1

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

Housing Authority

FORM 11: Street Improvement Project at the Hernandez Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4/District 4, [\$363,595], Redevelopment Agency for the County of Riverside 2011 Tax Allocation Housing Bonds 85%, Coachella Valley Air Quality Enhancement Trust Fund 15%

DATE: November 18, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$363,595; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement and accomplish the contract including, but not limited to, signing administrative documents that do not substantially change the contract, subject to approval by County Counsel.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Hernandez Mobile Home Park (Property) located at 88-100 Avenue 57, Thermal, CA 92274 with an Assessor's Parcel Number 757-110-023. The Property was in need of substantial rehabilitation and has gone through a number of recent improvements such as the installation of a new septic system and water storage tank. These two projects delivered immediate and effective health and safety improvements to the park. The Property had various code violations, issues with vandalism, illegal dumping and the Property was not a permitted mobile home park. The park was recently permitted in July 2014 as part of the efforts to bring the mobile home park into compliance with County of Riverside land use requirements.

The Housing Authority is proposing to continue enhancing park amenities by installing a variety of capital improvements such as perimeter fencing, carports, landscaping, a shade structure and a playground area. Specifically, this motion is proposing to install internal park street improvements that include curb, sidewalk, gutter, ancillary pedestrian walkways, solar light poles and other associated improvements.

HACR staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and Lee & Stires, Inc. in the amount of \$330,541, and approve the construction project budget as follows:

Construction Contract	\$ 330,541
Contingency (10%)	\$ 33,054
Total:	\$ 363,595

A 10% construction contingency in the amount of \$33,054 has been included in the project budget to account for errors and omissions in the construction documents or changes in the scope of the project due to unforeseen site conditions.

Impact on Citizens and Businesses

Approving this item will have a positive impact on the citizens and businesses of the unincorporated community of Thermal. The proposed project is expected to generate temporary construction jobs. Additionally, the new park improvements will enhance safety and security and create an amenable living space for existing and future park residents. These and future improvements will positively impact the residents of the Hernandez Mobile Home Park and improve the surrounding neighborhood.

SUPPLEMENTAL:

Additional Fiscal Information (Commences on Page 3)

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

Housing Authority

FORM 11: Street Improvement Project at the Hernandez Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4/District 4, [\$363,595], Redevelopment Agency for the County of Riverside 2011 Tax Allocation Housing Bonds 85%, Coachella Valley Air Quality Enhancement Trust Fund 15%

DATE: November 18, 2014

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the project will be fully funded with Redevelopment Agency for the County of Riverside 2011 Tax Allocation Housing Bonds and a grant from the Coachella Valley Air Quality Enhancement Trust Fund.

Contract History and Price Reasonableness

The HACR advertised an Invitation for Bid (IFB) No. 2014-003 with a bid opening date of October 1, 2014 and extended to October 9, 2014. The HACR received and opened four bids. Lee & Stires, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$330,541 compares well with the other proposed amounts and is deemed to be appropriate, fair and reasonable.

County Counsel and staff reviewed the submitted bid and determined that Lee & Stires, Inc. as the lowest responsive and responsible bidder.

Attachments:

- Construction Contract (2)

1 **CONSTRUCTION CONTRACT BY AND BETWEEN THE**
2 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **AND LEE & STIRES, INC. FOR THE STREET IMPROVEMENT PROJECT AT THE**
4 **HERNANDEZ MOBILE HOME PARK**

5 This CONTRACT is made by and between the **Housing Authority of the County of Riverside**, a
6 public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment
7 Agency for the County of Riverside hereinafter referred to as the "AUTHORITY", and **Lee & Stires,**
8 **Inc.**, hereinafter referred to as "CONTRACTOR."

9 RECITALS

- 10 A. The AUTHORITY is the owner of a certain real property located in the County of
11 Riverside, commonly known as **88-100 Avenue 57, Thermal, CA 92274**, hereinafter
12 referred 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 Bid (IFB # 2014-003) Street Improvement Project at the Hernandez Mobile
26 Home Park
- 27 2. Bid Proposal, including:

- 1 a. Form of Bid or Form of Quote, as applicable.
- 2 b. Non-Collusive Affidavit
- 3 c. Designation of Subcontractors
- 4 3. Payment and Performance Bonds
- 5 4. California General Prevailing Wage Determination:
- 6 5. HASA General Conditions
- 7 6. Special Conditions
- 8 7. Drawings and photographs
- 9 8. Specifications
- 10 9. Addenda

11 ARTICLE 2

12 STATEMENT OF PROJECT WORK

13 2.1 Scope of Services

14 CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all
15 Work for the PROJECT identified as **Street Improvement Project at the Hernandez Mobile Home**
16 **Park**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to
17 5:30 p.m.

18 2.1.1. The full scope of Work is described in the Contract Documents and more specifically in
19 the approved plans and specifications.

20 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda
21 thereto and the drawings included therein, all as prepared by the AUTHORITY.

22 2.2 Site Conditions

23 Data provided in the specifications and drawings are believed to depict the conditions to be encountered
24 by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or
25 complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and
26 all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S
27 submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement

1 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a
2 careful and thorough examination, to its satisfaction of: the Contract Documents, and other information
3 provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements;
4 the visible conditions at the site and its surroundings, visible conditions of existing improvements and
5 their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site
6 concurrently under construction; and all information concerning visible and concealed conditions above
7 and below the surface of the ground at the site and in existing improvements, including without limitation,
8 surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either
9 provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for
10 review in the public records.

11 **ARTICLE 3**

12 **TIME OF COMMENCEMENT AND COMPLETION**

13 3.1 Time for Completion

14 The Work, as defined in the General Conditions, to be performed under this CONTRACT shall
15 commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the
16 date specified in the Notice, whichever is later, and shall be completed within **forty-five (45) calendar**
17 **days** following the said date. Time is of the essence under this CONTRACT as to each provision in
18 which time of performance is a factor.

19 3.2 Liquidated Damages

20 3.2.1 If the CONTRACTOR fails to complete the PROJCT within the time specified in the
21 Contract, or any extension, as specified in the clause entitled Default (HASA General Conditions), the
22 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three Hundred U.S.**
23 **Dollars (\$300.00)** for each day of delay. If different completion dates are specified in the contract for
24 separate parts or stages of the Work, the amount of liquidated damages shall be assessed on those parts or
25 stages which are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused
26 under another clause in this CONTRACT, liquidated damages shall not be due the AUTHORITY. The
27 CONTRACTOR remains liable for damages caused other than by delay.

1 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting
2 damage will consist of liquidated damages until such reasonable time as may be required for final
3 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in
4 completing the PROJECT.

5 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
6 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

7 ARTICLE 4

8 CONTRACT SUM

9 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
10 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **Three**
11 **Hundred Thirty Thousand Five Hundred Forty One U.S. Dollars (\$330,541)**.

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

15 4.1.1 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all
16 individuals performing work, not less than the prescribed prevailing wage rate by the U.S. Department of
17 Labor or the California State Department of Industrial Relations, whichever is higher. Prevailing wage
18 rates are amended from time to time, and the most current wage decision is always available from the
19 AUTHORITY.

20 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
21 taxes required by local codes, or any law existing or which may hereafter be adopted by federal, state or
22 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
23 levied by reason of the Work to be performed hereunder.

24 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
25 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
26 CONTRACT.

1 **ARTICLE 5**

2 **PROGRESS PAYMENTS**

3 5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and
4 certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress
5 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions
6 of the Construction Documents.

7 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
8 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
9 payment requesting progress payment. Approved applications for progress payments will be paid by the
10 30th day of each month, provided that the application for payment has been submitted to the
11 AUTHORITY on or before the first working day of the month.

12 **ARTICLE 6**

13 **INDEMNIFICATION AND HOLD HARMLESS**

14 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
15 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
16 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
17 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
18 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
19 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
20 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
21 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
22 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

23 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
24 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
25 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
26 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
27 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

1 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
2 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
3 or claim involved.

4 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
5 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
6 third party claims.

7 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
8 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
9 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

10 **ARTICLE 7**

11 **INSURANCE**

12 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
13 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
14 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to
15 the insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of
16 Riverside, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
17 respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or
18 appointed officials, agents or representatives as Additional Insureds.

19 7.1.1. Workers' Compensation:

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

25 7.1.2 Commercial General Liability:

26 Commercial General Liability insurance coverage, including but not limited to, premises liability,
27 unmodified contractual liability, products and completed operations liability, personal and advertising

1 injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S
2 performance of its obligations hereunder. Policy shall name the AUTHORITY as Additional Insured.
3 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
4 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than
5 two (2) times the occurrence limit.

6 7.1.3 Vehicle Liability:

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

12 7.1.4 General Insurance Provisions - All lines:

- 13 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
14 of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
15 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
16 Manager waives a requirement for a particular insurer such waiver is only valid for that
17 specific insurer and only for one policy term.
- 18 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
19 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
20 such retention shall have the prior written consent of the County Risk Manager before the
21 commencement of operations under this Agreement. Upon notification of self-insured
22 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk
23 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured
24 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which
25 guarantees payment of losses and related investigations, claims administration, and defense
26 costs and expenses.

1 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
2 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and
3 certified original copies of Endorsements effecting coverage as required herein, and 2) if
4 requested to do so orally or in writing by the County Risk Manager, provide original
5 Certified copies of policies including all Endorsements and all attachments thereto,
6 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
7 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
8 written notice shall be given to the AUTHORITY prior to any material modification,
9 cancellation, expiration or reduction in coverage of such insurance. In the event of a
10 material modification, cancellation, expiration, or reduction in coverage, this CONTRACT
11 shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date,
12 another properly executed original Certificate of Insurance and original copies of
13 endorsements or certified original policies, including all endorsements and attachments
14 thereto evidencing coverage's set forth herein and the insurance required herein is in full
15 force and effect. *CONTRACTOR shall not commence operations until the AUTHORITY*
16 *has been furnished original Certificate (s) of Insurance and certified original copies of*
17 *endorsements and if requested, certified original policies of insurance including all*
18 *endorsements and any and all other attachments as required in this Section, showing that*
19 *such insurance is in full force and effect. An individual authorized by the insurance carrier*
20 *to do so on its behalf shall sign the original endorsements for each policy and the*
21 *Certificate of Insurance.* 4) It is understood and agreed to by the parties hereto that the
22 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S
23 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
24 not be construed as contributory.

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

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

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

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

11 **ARTICLE 8**

12 **PROJECT CLOSEOUT**

13 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
14 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use, and shall
15 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the
16 WORK, including all phases thereof, is finally completed, and all requirements of this CONTRACT have
17 been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the
18 County Recorder.

19 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
20 AUTHORITY has received the following:

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

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

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

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

6 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for
7 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
8 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the
9 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction
10 Contract , including liquidated damages.

11 **ARTICLE 9**

12 **BREACH AND TERMINATION**

13 9.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
14 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
15 of defective work or improper materials.

16 9.2 Termination for Default (Cause) or Convenience as detailed in the HASA General Conditions.

17 9.3 In addition to any right of termination reserved to AUTHORITY by the HASA General
18 Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is adjudged
19 bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the CONTRACTOR
20 makes a general assignment for the benefit of his/her creditors, fails to make prompt payment to
21 subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or
22 orders of any public authority having jurisdiction, fails to construct the PROJECT in accordance with the
23 Drawings and Specifications, or otherwise substantially violates any provision of the Contract
24 Documents.

25 9.4 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
26 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
27 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
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1 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
2 possession of the PROJECT and all materials, equipment, tools and construction equipment and
3 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
4 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
5 receive any further payment under this CONTRACT.

6 9.5 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
7 the CONTRACTOR by exercising its right of termination under this section.

8 9.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
9 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
10 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
11 a change of venue in such proceedings to any other county.

12 **ARTICLE 10**

13 **MISCELLANEOUS PROVISIONS**

14 10.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
15 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
16 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
17 he/she shall promptly give notice in writing to AUTHORITY of such variance.

18 10.2 The Contracting Officer, as defined in the HASA General Conditions, must be notified in writing
19 by the CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
20 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
21 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
22 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
23 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

24 10.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
25 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
26 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
27 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
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1 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
2 CONTRACT.

3 10.4 In the event of a conflict between the HASA General Conditions and the Specifications, the
4 HASA General Conditions shall prevail. In the event of a conflict between the contract and any applicable
5 state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or
6 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,
7 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive
8 Order shall prevail.

9 10.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
10 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
11 represent that they have the authority to bind each respective party to the performance of its obligation
12 hereunder.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Contract this _____ day of _____, 2014.

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

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

Contractor

5
6
7 _____
8 Jeff Stone, Chairman
9 Board of Commissioners


10 _____
11 By: Charles S. Brown
12 Its: Vice President
13 License #: 288402

14
15 **Attest:**
16 Kecia Harper-Ihem
17 Clerk of the Board

18 _____
19 Deputy

20
21 **Approved As To Form:**
22 Gregory P. Priamos
23 County Counsel

24
25 
26 _____
27 Neal Kipnis, Deputy County Counsel

Exhibit "A"
Scope of Work

1.0 DEVELOPMENT SITE LOCATION:

Item #	Site Addresses
1	Hernandez Mobile Home Park 88-100 Avenue 57 Thermal, CA 92274

1.0.1 The project is in the unincorporated community of Thermal, County of Riverside.

2.0 GENERAL SPECIFICATIONS OF WORK

2.1 The work under this contract shall be performed in Riverside County (Unincorporated Community of Thermal), State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the installation and construction of street and associated improvements in strict conformance with all of the Contract documents.

2.1.1 Plans provided, sheet nos. 1 of 2 (Precise Grading/Paving Plan) and sheet 2 of 2 (Precise Grading/Paving Plan) dated 09/08/2014 by RBF Consulting are part of the scope of work.

2.1.2 The fencing component shown on the drawings/plans is not a part of the scope of work.

2.1.3 The contractor will obtain the necessary construction/building permits from the County of Riverside Transportation and Land Management Agency (TLMA) for the installation and construction of street and associated improvements at the Hernandez Mobile Home Park.

2.1.4 The HACR is responsible for obtaining the necessary encroachment permits.

2.1.5 The contractor is responsible for obtaining soil compaction testing services from a geotechnical engineer.

1 2.1.6 Addendum(s) # 1, # 2, # 3, # 4, # 5, # 6, and # 7 are part of the scope of work.

2 2.2 Interpretation of the Documents: Discrepancies in and omissions from the plans, specifications
3 or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of
4 the HACR. Any interpretation of the documents will be made only by amendment duly issued and a
5 copy of such amendment will be mailed or delivered to each person or firm receiving a set of such
6 documents. The HACR will not be responsible for any other explanations or interpretations. Should
7 anything in the scope of the work or any of the sections of the specifications be of such nature as to be
8 apt to cause disputes between the various trades involved, such information shall be promptly called to
9 the attention of the HACR.

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