

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 2/26/15

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



SUBMITTAL DATE:
 February 26, 2015

FROM: Housing Authority

SUBJECT: Neighborhood Stabilization Program Residential Rehabilitation Project in the City of Jurupa Valley – Award of Construction Contract, CEQA Exempt, District 2, [\$160,897], Neighborhood Stabilization Program 3 funds 100%

RECOMMENDED MOTION: That the Board of Commissioners:

1. Accept the low bid by D. Webb, Inc., and award the construction contract to D. Webb, Inc. as the lowest responsive and responsible bidder, in the amount of \$146,270 for the rehabilitation and associated site improvements of a single-family dwelling located at 9411 Geordie Way, Jurupa Valley, CA 92509;
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
 Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 160,897	\$	\$ 160,897	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Neighborhood Stabilization 3 Funds 100%				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 2/25/15

Departmental Concurrence

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

Prev. Agn. Ref.: 10.2 of 9/30/2014 District: 2 Agenda Number:

10-2

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

Housing Authority

FORM 11: Neighborhood Stabilization Program Residential Rehabilitation Project in the City of Jurupa Valley – Award of Construction Contract, CEQA Exempt, District 2, [\$160,897], Neighborhood Stabilization Program 3 funds 100%

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RECOMMENDED MOTION: (Continued)

3. Approve the total construction project budget of \$160,897; 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 (Continued)

The Housing Authority of the County of Riverside (HACR) applied and was approved on September 30, 2014 for \$241,000 in Neighborhood Stabilization Program 3 (NSP3) funds to finance the acquisition, rehabilitation, and disposal of an existing single-family dwelling located at 9411 Geordie Way, Jurupa Valley, CA 92509, with an Assessor's Parcel Number 173-090-014 (Property). The property was acquired by the Housing Authority for one dollar through the U.S. Department of Housing and Urban Development (HUD) Dollar Homes initiative which helps local governments to foster housing opportunities for low to moderate income families. The HACR is proposing to sell the home to a low and/or moderate income first-time homebuyer whose income does not exceed 120% of the area median income for the County of Riverside (County).

The Property has been vacant for a number of years and there have been numerous issues with vandalism and illegal dumping at the Property. The Property currently has various code violations and is not in conformance with current building codes and standards. Therefore, the proposed rehabilitation will address the existing code violations by installing a new roof, HVAC unit, stucco exterior, septic system, restore the existing driveway to the garage, site grading, and installing a gravel pathway entrance from the property limits to the structure. Furthermore, the project will encompass replacing older obsolete products and appliances with Energy Star-labeled products to meet minimum energy efficiency requirements as required by NSP3 regulations.

The proposed activity meets the conditions for categorical exemption from the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301, Class 1-Existing Facilities. The proposed project involves the loan of NSP3 funds and the rehabilitation of an existing facility and no expansion of an existing use will occur.

HACR staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and D. Webb, Inc. in the amount of \$160,897, and approve the construction project budget as follows:

Construction Contract	\$ 146,270
Contingency (10%)	\$ 14,627
Total:	\$ 160,897

A 10% construction contingency in the amount of \$14,627 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

(Commences on Page 3)

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

Housing Authority

FORM 11: Neighborhood Stabilization Program Residential Rehabilitation Project in the City of Jurupa Valley – Award of Construction Contract, CEQA Exempt, District 2, [\$160,897], Neighborhood Stabilization Program 3 funds 100%

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Impact on Citizens and Businesses

Approving this item will have a positive impact on the citizens and business in the City of Jurupa Valley. The project will provide additional affordable housing opportunities to residents in the City of Jurupa Valley and the County of Riverside. The project is expected to generate temporary construction jobs and aesthetically enhance the surrounding neighborhood by improving the residence to current residential building codes and standards. The improvements may increase property values and provide additional property tax revenue to the local jurisdictions.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the project will be fully funded with Neighborhood Stabilization Program 3 funds from the U.S. Department of Housing and Urban Development.

Contract History and Price Reasonableness

The HACR advertised an Invitation for Bid (IFB) No. 2014-005 (NSP Residential Rehabilitation Project at 9411 Geordie Way) with a bid opening date of December 2, 2014 and extended to December 4, 2014. The bidding process commenced on October 30, 2014 with the posting of the proposed project at the Mission Reprographics website, an online plan room, for maximum exposure. A legal public notice was posted in the Press-Enterprise once a week for two consecutive weeks and additional noticing in the Black Voice News, Unidos-OC, and the Desert Sun. A non-mandatory pre-bid conference (job walk) was held on November 13, 2014.

The HACR received and opened four bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$146,270 compares well with the other bid amounts and our independent cost estimate. Accordingly, the proposed cost is deemed to be appropriate, fair and reasonable.

County Counsel and staff reviewed the submitted bid and determined that D. Webb, Inc. as the lowest responsive and responsible bidder.

Attachments:

- Construction Contract (2)

- a. Form of Bid
- b. Bid Bond, as applicable
- c. Form of Non-Collusive Affidavit

1.1.3 Payment and Performance Bonds

1.1.4. Davis-Bacon Prevailing Wage Decision No. **CA140028 Mod 24 11/14/2014 CA28**

1.1.5. General Conditions for Construction Contracts. Public Housing Programs HUD-5370
(11/2006)

1.1.6. Drawings and photographs

1.1.7. Specifications

1.1.8 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 the **Neighborhood Stabilization Project (NSP) for the Residential Rehabilitation Project in the City of Jurupa Valley**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 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, and addenda thereto and the drawings included therein, all as prepared by the AUTHORITY.

2.2 Site Conditions

Data provided in the specifications and drawings are believed to depict the conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S 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 **one-hundred twenty (120)**
17 **calendar days** following the said date. Time is of the essence under this CONTRACT as to each
18 provision in which time of performance is a factor.

19 3.2 Liquidated Damages

20 3.2.1 If the CONTRACTOR fails to complete the PROJET within the time specified in the
21 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
22 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of
23 **three hundred (\$300) dollars** for each day of delay. If different completion dates are specified in the
24 contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed on
25 those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
26 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
27 due the AUTHORITY. The 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 **One**
11 **Hundred Forty Six Thousand Two Hundred Seventy and 00/100 Dollars (\$146,270.00)**. The
12 CONTRACTOR exceeds the contract sum amount at his/her own risk. The Contractor is under no
13 obligation to provide additional services that would cause the CONTRACTOR’S fees to exceed the
14 contract sum without prior revision of this amount by written change order.

15 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
16 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
17 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
18 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
19 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).
20 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
21 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards
22 Provisions (HUD-5370 Clause No. 46).

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

1 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
2 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
3 CONTRACT.

4 **ARTICLE 5**

5 **PROGRESS PAYMENTS**

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

10 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
11 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
12 payment requesting progress payment. Approved applications for progress payments will be paid by the
13 30th day of each month, provided that the application for payment has been submitted to the
14 AUTHORITY on or before the first working day of the month.

15 **ARTICLE 6**

16 **INDEMNIFICATION AND HOLD HARMLESS**

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

26 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
27 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the

1 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
2 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
3 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

4 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
5 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
6 or claim involved.

7 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
8 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
9 third party claims.

10 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
11 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
12 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

13 **ARTICLE 7**

14 **INSURANCE**

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

22 7.1.1. Workers' Compensation:

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

1 7.1.2 Commercial General Liability:

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

9 7.1.3 Vehicle Liability:

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

15 7.1.4 General Insurance Provisions - All lines:

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

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

- 1 5) If, during the term of this CONTRACT or any extension thereof, there is a material change
2 in the scope of services; or, there is a material change in the equipment to be used in the
3 performance of the scope of work; or, the term of this CONTRACT, including any
4 extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust
5 the types of insurance and the monetary limits of liability required under this Construction
6 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
7 insurance carried by the CONTRACTOR has become inadequate.
- 8 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
9 subcontractors working under this CONTRACT.
- 10 7) The insurance requirements contained in this CONTRACT may be met with a program(s)
11 of self-insurance acceptable to the AUTHORITY.
- 12 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any
13 incident or event that may give rise to a claim arising from this CONTRACT.

14 ARTICLE 8

15 PROJECT CLOSEOUT

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

22 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
23 AUTHORITY has received the following:

- 24 1. A Certificate of Completion executed by the AUTHORITY.
- 25 2. All guarantees and warranties issued by the manufacturers or installers of appliances or
26 other component parts of the WORK. CONTRACTOR guarantees that the equipment, materials, and
27

1 workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials
2 and workmanship for a period of one year following final acceptance of the project.

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

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

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

15 **ARTICLE 9**

16 **APPLICABLE LAWS AND REGULATIONS**

17 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,
18 HUD, the AUTHORITY and the Contractor each agree to comply with the following provisions:

19 9.1.1 Executive Order 11246.

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

24 9.1.2 Copeland "Anti-Kickback Act"

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

1 9.1.3 Davis-Bacon Act

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

8 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

13 9.1.5 Clean Air Act.

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

18 9.1.6 Energy Policy and Conservation Act.

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

22 9.1.7 Labor Code Section 1861 Certification

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

1 9.1.8 Government Standards.

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

9 **ARTICLE 10**

10 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

11 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
12 makes the following assurances, where applicable:

13 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
14 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

15 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
16 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
17 denied the benefits of, or subjected to, discrimination under any program or activity which receives
18 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
19 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
20 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
21 seq.).

22 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
23 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
24 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
25 services, including in any way making unavailable or denying a dwelling to any person because of race,
26 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
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1 CONTRACTOR administer all programs and activities, which are related to housing and community
2 development, in such a manner as affirmatively to further fair housing.

3 10.1.4 Age Discrimination Act of 1975.

4 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

5 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
6 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

7 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly
8 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended
9 or ineligible contractor.

10 10.1.8 That none of the personnel who are employed in the administration of the WORK required
11 by this CONTRACT shall, in any way or to any extent, be engaged in conduct of political activities in
12 violation of Title V, Chapter 15, of the United States Code.

13 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
14 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
15 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
16 provision of law and each clause, which is required by law to be inserted in this CONTRACT, shall be
17 deemed to have been inserted herein, and this CONTRACT shall be read and enforced as though such
18 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such
19 provision is not inserted or is inserted incorrectly, this CONTRACT shall forthwith be physically
20 amended to make such insertion or correction upon the application of either part.

21 **ARTICLE 11**

22 **HUD SECTION 3 REQUIREMENTS**

23 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
24 included as a part of this CONTRACT.

25 11.1.1 The work to be performed under this CONTRACT is subject to the requirements of
26 Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3).
27 The purpose of Section 3 is to ensure that employment and other economic opportunities generated by
28

1 HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be
2 directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

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

7 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers
8 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a
9 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments
10 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where
11 both employees and applicants for training and employment positions can see the notice. The notice shall
12 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
13 and location of the person(s) taking applications for each of the positions; and the anticipated date the
14 work shall being.

15 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
16 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
17 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
18 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
19 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
20 in violation of the regulations in 24 CFR Part 135.

21 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
22 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
23 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
24 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
25 CFR Part 135. Furthermore, the contractor shall, to the maximum extent feasible, fill any vacant and/or
26 training positions with persons who reside in the vicinity, defined as the Target Area the HACR is
27

1 contracted for, or contract and/or subcontract with small businesses that are owned and operated by
2 persons residing in the vicinity of such Target Area.

3 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
4 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
5 contracts.

6 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
7 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
8 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
9 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
10 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
11 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
12 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
13 but not in derogation of compliance with section 7(b).

14 **ARTICLE 12**

15 **BREACH AND TERMINATION**

16 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
17 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
18 of defective work or improper materials.

19 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
20 Clause 32 and 34.

21 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
22 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
23 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
24 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
25 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
26 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
27

1 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
2 Contract Documents.

3 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
4 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
5 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
6 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
7 possession of the PROJECT and all materials, equipment, tools and construction equipment and
8 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
9 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
10 receive any further payment under this CONTRACT.

11 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
12 the CONTRACTOR by exercising its right of termination under this section.

13 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
14 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
15 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
16 a change of venue in such proceedings to any other county.

17 **ARTICLE 13**

18 **MISCELLANEOUS PROVISIONS**

19 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
20 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
21 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order;
22 he/she shall promptly give notice in writing to AUTHORITY of such variance.

23 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
24 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
25 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
26 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
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1 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
2 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

3 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
4 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
5 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
6 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
7 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
8 CONTRACT.

9 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
10 General Conditions shall prevail. In the event of a conflict between the contract and any applicable state
11 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or
12 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,
13 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive
14 Order shall prevail.

15 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
16 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
17 represent that they have the authority to bind each respective party to the performance of its obligation
18 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 _____, 2015.

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

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

Contractor

5
6
7 _____
8 Marion Ashley, Chairman
9 Board of Commissioners

10
11 _____
12 By: David Webb
13 Its: President
14 License #: 794667

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

20 _____
21 Deputy

22
23
24 **APPROVED AS TO FORM:**
25 Gregory P. Priamos, County Counsel

26
27 By: 
28 _____
Neal Kipnis, Deputy County Counsel

1 **Exhibit "A"**

2 **Scope of Work**

3 1.0 DEVELOPMENT SITE LOCATION:

4

Item #	Site Addresses
1	NSP Residential Rehabilitation Project 9411 Geordie Way, Jurupa Valley, CA 92509

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9 2.0 GENERAL SPECIFICATIONS OF WORK

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11 2.1 The work under this contract shall be performed in the City of Jurupa Valley, State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the residential rehabilitation of 9411 Geordie Way, Jurupa Valley, CA 92509 and associated improvements in strict conformance with all of the Contract documents.

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14 2.1.1 Plans provided, consist of the following sheet nos. 0.00 (Cover Sheet & Sheet Index), 0.01 (General Requirements, Demolition & Green Notes, 1.01 (Site Plan, General Notes), 1.01 (Exploratory Borehole and Percolation Test Location Map), 2.11 (First Floor: Power, Telcom, Plumbing Plan, Reflective Ceiling Plan and Door/Window Schedules), 2.12 (Kitchen Demo Plan and Notes, 3.11 (Roof Plan and Notes), 5.11 (Exterior Images (Elevations), Fenestration Schedule), 6.01 (Details-General), 6.02 (Details – Roofing (Used for Principles of Flashing and Water Proofing Details Only. Finish Material Not Applicable), Restoration Plan (1 of 2), and Restoration Plan (2 of 2) as approved on 8/11/14 by the City of Jurupa Valley are part of the scope of work of the contract.

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19 2.1.2 The new concrete driveway shall follow the County of Riverside Transportation Department Standard No. 207 (Residential Driveway with Sidewalk at Curb). Disregard Note(s) # 2 on the sheet.

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22 2.1.3 The proposed standard rehabilitation of the residential dwelling requires replacement of older obsolete products and appliances (such as windows, doors, lighting, hot water heaters, furnaces, boilers, air conditioning units, refrigerators, clothes washers, and dishwashers) with Energy Star-labeled products. Water efficient toilets, showers, and faucets, such as those with the Water Sense label, must be installed.

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26 2.1.4 The referenced Deductive/Alternate Bid Items (BI.001, BI.002, and BI.003) on sheet 1.01 (Site Plan, General Notes) and 1.01 (Exploratory Borehole and Percolation Test Location

1 Map) are now part of the base bid and part of the scope of work of this IFB. Also, the
2 language in BI.002 has been changed to the following:

3 Additions to BI.001

4 The new roofing material shall be the following:

5 Manufacturer: Malarkey

6 Type: Legacy

7 Color: To be determined and coordinated between the HACR and selected contractor.

8 Please visit www.malarkeyroofing.com for additional details.

9 NOTE: An equal roofing manufacturer with similar specifications can be utilized for this
10 project. Any other product and/or brand that clearly and demonstrably meet the outlined
11 standards and specifications are acceptable.

12 BI.002 Existing HVAC unit will be removed and a new roof mounted 14 SEER Energy
13 Star 3-ton HVAC unit to be installed. However, a new 13 SEER Energy Star 3-ton HVAC
14 unit will be allowed to be installed as long as the unit is manufactured prior to January 1,
15 2015.

16 2.1.5 The “new” well improvement and water supply system [Site Plan General Notes_SG.012
17 on sheet 1.01 (Site Plan, General Notes), 1.01 (Exploratory Borehole and Percolation Test
18 Location Map)] is not part of the scope of work for this IFB. Please disregard this general
19 note.

20 2.1.6 The existing well must be properly abandoned/destroyed as required by State and local
21 requirements.

22 2.1.7 Install a private water service line (building supply pipe) from the residential structure
23 (9411 Geordie Way 92509) point of connection to the new meter box located at the
24 western edge of the property or property entrance. The distance is approximately 400 feet
25 from the water meter to the dwelling structure (POC). Contractor is required to field
26 verify exact distances and connection points. Please refer to the New Private Water
27 Service Line improvement exhibit for additional details approved on 11/25/014 by the
28 City of Jurupa Valley.

29 2.1.8 An independent inspection by a certified Home Energy Rating System (HERS) rater must
30 provide a (California Home Energy Efficiency Rating Services) CHEERS Energy star
31 rating report, a Title 24 CF-1R, and/or an affidavit from an energy consultant stating that
32 it meets the requirements. The certified, independent and third party HERS rater must not
33 be affiliated with the contractor or subcontractor performing the removal and installation
34 of the HVAC unit. The results and documentation of testing performed by the HERS
35 rater shall be delivered to HACR prior to project completion. NOTE: The certified HERS
36 rater must be certified by a Residential Energy Services Network (RESNET) Accredited
37 Rating Provider.

38 2.1.9 Work hours will be between 8:00 am and 5:00 pm Monday thru Friday.

39 2.1.10 Contractor to dispose of all materials off-site daily.

1 2.1.11 Addendum(s) # 1, # 2, and # 3 are part of the scope of work.

2 2.1.12 The preliminary shallow percolation test results dated June 19, 2011 and prepared by
3 GeoMat Testing Laboratories, Inc. was made available as reference material during the
4 solicitation phase (IFB # 2014-005) of the proposed project.

5 2.2 Interpretation of the Documents: Should Contractor discover what he perceives to be conflicts,
6 omissions, or errors in the Contract Documents, or have any question concerning interpretation or
7 clarification of the Contract Documents, or if it appears that the work to be done or any matters
8 relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before
9 proceeding with the work affected, Contractor shall notify HACR's authorized representative in
10 writing, and request interpretation, clarification, or additional detailed information concerning the
11 work. The Contractor shall ask for the clarification (Request for Information) immediately upon
12 discovery but no less than 14 calendar days prior to the start date of the activities related to the
13 clarification, based on the latest updated version of the accepted Progress Schedule. HACR, whose
14 decision shall be final and conclusive, shall resolve such questions and issue instructions to
15 Contractor. Should Contractor proceed with work affected before receipt of instructions from
16 HACR, Contractor shall remove and replace or adjust work which is not in accordance with the
17 instructions from HACR and shall be responsible for resultant damage, defect or added cost. In
18 event of failure to agree as to scope of Contract requirements, Contractor shall follow the
19 procedure set forth in the Disputes Clause # 31 as detailed in HUD 5370 General Conditions.

20 2.3 Caution to Contractor: Contractor is cautioned not to merely examine the plans and specifications,
21 since requirements are imposed upon the contractor by various other portions of the IFB and the
22 Contract Documents.
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