

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 7/1/15

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



623  
A

**FROM:** Housing Authority

**SUBMITTAL DATE:**  
July 9, 2015

**SUBJECT:** HVAC Replacement and Installation of 14 Air Conditioning Units Project at the Idyllwild Place Apartments in San Jacinto – Award of Construction Contract, CEQA Exempt, District 3, [\$104,507 ], 2013 Capital Fund Grant 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 \$95,006.00 for the installation of 14 dual pack air conditioning units at the public housing developments located at 475 and 479 Idyllwild Drive, San Jacinto, CA 92583;
2. Approve the construction contract and the total construction project budget of \$104,507.00;

(Continued)

*Robert Field*  
 Robert Field  
 Executive Director

FISCAL PROCEDURES APPROVED  
 BY: PAUL ANGUILO, CPA, AUDITOR-CONTROLLER  
 Esteban Hernandez

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 104,507	\$	\$ 104,507	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** 2013 Capital Fund Grant 100%  
 Budget Adjustment: No  
 For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

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

Prev. Agn. Ref.: District: 3 Agenda Number:

10-1

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

Housing Authority

**FORM 11:** HVAC Replacement and Installation of 14 Air Conditioning Units Project at the Idyllwild Place Apartments in San Jacinto – Award of Construction Contract, CEQA Exempt, District 3, [\$104,507], 2013 Capital Fund Grant 100%

**DATE:** July 9, 2015

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**RECOMMENDED MOTION:** (Continued)

3. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities;
4. Find that the project is a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969;
5. 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);
6. 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; and
7. Direct Housing Authority staff to file the Notice of Exemption with the Clerk of the Board within five (5) working days.

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Public Housing Site known as Idyllwild Place Apartments (Property) located at 475 and 479 Idyllwild Drive, San Jacinto, CA 92583. The Property's Heating Ventilation and Air Conditioning (HVAC) system was in need of replacement and modernization.

The Housing Authority advertised an Invitation to Bid for the replacement of 14 swamp coolers with the installation of 14 dual pack Air Conditioning and Heating Units at the Property with a closing date of April 30, 2015.

Housing Authority 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 \$95,006.00, and approve the construction project budget as follows:

Construction Contract	\$95,006.
Contingency (10%)	\$9,501.
<b>Total:</b>	<b>\$104,507.</b>

A 10% construction contingency in the amount of \$9501.00 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.

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

**California Environmental Quality Act (CEQA) Findings:**

(Commences on Page 3)

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

Housing Authority

**FORM 11:** HVAC Replacement and Installation of 14 Air Conditioning Units Project at the Idyllwild Place Apartments in San Jacinto – Award of Construction Contract, CEQA Exempt, District 3, [\$104,507], 2013 Capital Fund Grant 100%

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**California Environmental Quality Act (CEQA) Findings:**

The project will replace existing swamp coolers with dual pack HVAC units to the existing Property. The project is exempt from CEQA pursuant to Section 15301 as a minor upgrade to an existing facility with no expansion of the existing use of the site.

**Impact on Citizens and Businesses**

Approving this item will have a positive impact on the citizens and businesses of San Jacinto. The proposed project is expected to generate temporary construction jobs. Additionally, the new HVAC units will enhance the living space for current and future apartment residents. These and future improvements will positively impact the residents of the Idyllwild Place Apartments and improve the surrounding neighborhood.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the County's contribution to the project will be fully funded with a grant from the 2013 Capital Fund.

**Contract History and Price Reasonableness**

The HACR advertised and Invitation for Bid (IFB) No. 2015-002 with a bid opening date of April 30, 2015. The HACR received and opened three bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$95,006.00 compares well with the other proposed amounts and is deemed to be appropriate, fair and reasonable.

Attachments:

- Construction Contract (2)
- Notice of Exemption

1                   **CONSTRUCTION CONTRACT BY AND BETWEEN THE**  
2                   **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
3                   **AND D. WEBB, INCORPORATED FOR**  
4                   **THE HVAC REPLACEMENT PROJECT AT THE IDYLLWILD PLACE APARTMENTS**

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, Incorporated**, a  
7 California corporation, hereinafter referred to as “CONTRACTOR.” AUTHORITY and CONTRACTOR  
8 are collectively referred to herein as the “Parties.”

9                                   RECITALS

- 10           A.    The AUTHORITY is the owner of a certain real property located in the County of  
11                   Riverside, commonly known as, **Idyllwild Place Apartments located at 475 & 479**  
12                   **Idyllwild Drive, San Jacinto, CA 92583**, hereinafter referred to as “Property;”
- 13           B.    The term “Project” includes performance, as set forth in the Contract Documents, by the  
14                   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 the  
17                   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. The  
24 Contract Documents consist of the following component parts:

- 25           1.1.1    Invitation for Bids (IFB) No. 2015-002 HVAC Replacement Project at the Idyllwild Place  
26                    Apartments
- 27           1.1.2    Exhibit “A”

1 1.1.3 CONTRACTOR's Form of Quote submitted to the AUTHORITY on April 30, 2015 in  
2 connection with IFB No. 2015-002

3 1.1.4. Davis-Bacon Prevailing Wage Decision No. **CA150028 04/17/2015 CA28**

4 1.1.5. Form HUD-5370 (11/2006) General Conditions for Construction Contracts - Public  
5 Housing Programs

6 1.1.6. Plans, drawings and photographs

7 1.1.7. Specifications

8 1.1.8 Addendum(s) #1, #2, and #3

9 **ARTICLE 2**

10 **STATEMENT OF PROJECT WORK**

11 2.1 Scope of Work

12 CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all  
13 work for the Project identified as the **HVAC Replacement Project at the Idyllwild Place Apartments**,  
14 for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30  
15 p.m.

16 2.1.1. The full scope of work is described in the Contract Documents and more specifically  
17 described in Exhibit "A" as well as in the approved plans and specifications.

18 2.1.2 All such work shall be done in strict accordance with the Contract, specifications, and all  
19 addenda thereto and the plans and drawings included therein, all as prepared by the  
20 AUTHORITY.

21 2.2 Site Conditions

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

### 10 ARTICLE 3

#### 11 TIME OF COMMENCEMENT AND COMPLETION

##### 12 3.1 Time for Completion

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

##### 18 3.2 Liquidated Damages

19 3.2.1 If the CONTRACTOR fails to complete the Project within the time specified in the  
20 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370  
21 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of  
22 **three hundred dollars (\$300.00)** for each day of delay. If different completion dates are specified in the  
23 contract for separate parts or stages of the Project, the amount of liquidated damages shall be assessed on  
24 those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or  
25 nonperformance is excused under another clause in this Contract, liquidated damages shall not be due the  
26 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 completing  
4 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 any change order(s) as provided in the Contract, the sum of **Ninety-Five**  
11 **Thousand Five Dollars and 50/100 Dollars (\$95,005.50)**. The CONTRACTOR exceeds the contract  
12 sum amount at his/her own risk. The CONTRACTOR is under no obligation to provide additional  
13 services that would cause the CONTRACTOR's fees to exceed the contract sum without prior revision of  
14 this amount by written change order.

15 4.1.1 All construction contracts for construction, alteration, 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](http://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 30<sup>th</sup> 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  
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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 the  
18 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, then  
11 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in  
12 an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
13 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
14 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 County'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) calendar  
10 days 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 shall  
13 terminate forthwith, unless the AUTHORITY receives, prior to such effective date, another  
14 properly executed original Certificate of Insurance and original copies of endorsements or  
15 certified original policies, including all endorsements and attachments thereto evidencing  
16 coverage's set forth herein and the insurance required herein is in full force and effect.  
17 *CONTRACTOR shall not commence operations until the AUTHORITY has been furnished*  
18 *original Certificate (s) of Insurance and certified original copies of endorsements and if*  
19 *requested, certified original policies of insurance including all endorsements and any and*  
20 *all other attachments as required in this Section, showing that such insurance is in full*  
21 *force and effect. An individual authorized by the insurance carrier to do so on its behalf*  
22 *shall sign the original endorsements for each policy and the Certificate of Insurance.*4) It  
23 is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance  
24 shall be construed as primary insurance, and the County's insurance and/or deductibles  
25 and/or self-insured retention's or self-insured programs shall not be construed as  
26 contributory.

- 1 5) If, during the term of this Contract or any extension thereof, there is a material change in the  
2 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 extensions  
4 thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust the types of  
5 insurance and the monetary limits of liability required under this Construction Agreement,  
6 if in the County Risk Manager's reasonable judgment, the amount or type of insurance  
7 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) of  
11 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 cause  
18 a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Project,  
19 including all phases thereof, is finally completed, and all requirements of this Contract have been  
20 satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County  
21 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 Project. CONTRACTOR guarantees that the equipment, materials, and  
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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 (1) 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. If  
7 the CONTRACTOR has failed to remove any such items, the AUTHORITY may remove such items, and  
8 the CONTRACTOR shall pay the AUTHORITY for all costs incurred in connection with such removal.

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

## 14 **ARTICLE 9**

### 15 **APPLICABLE LAWS AND REGULATIONS**

16 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,  
17 HUD, the AUTHORITY and the CONTRACTOR each agree to comply with the following provisions:

#### 18 9.1.1 Executive Order 11246.

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

#### 23 9.1.2 Copeland "Anti-Kickback Act"

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

#### 27 9.1.3 Davis-Bacon Act

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

7 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

12 9.1.5 Clean Air Act.

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

17 9.1.6 Energy Policy and Conservation Act.

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

21 9.1.7 Labor Code Section 1861 Certification

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

27 9.1.8 Government Standards.

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

## 8 **ARTICLE 10**

### 9 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

10 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and  
11 makes the following assurances, where applicable:

12 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action  
13 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

14 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the  
15 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,  
16 denied the benefits of, or subjected to, discrimination under any program or activity which receives  
17 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and  
18 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are  
19 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.  
20 seq.).

21 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the  
22 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from  
23 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage  
24 services, including in any way making unavailable or denying a dwelling to any person because of race,  
25 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that  
26 CONTRACTOR administer all programs and activities, which are related to housing and community  
27 development, in such a manner as affirmatively to further fair housing.

1 10.1.4 Age Discrimination Act of 1975.

2 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

3 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and  
4 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

5 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly  
6 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended  
7 or ineligible contractor.

8 10.1.8 That none of the personnel who are employed in the administration of the Project required  
9 by this Contract shall, in any way or to any extent, be engaged in conduct of political activities in  
10 violation of Title V, Chapter 15, of the United States Code.

11 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
12 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
13 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
14 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed  
15 to have been inserted herein, and this Contract shall be read and enforced as though such provision or  
16 clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not  
17 inserted or is inserted incorrectly, this Contract shall forthwith be physically amended to make such  
18 insertion or correction upon the application of either part.

19 **ARTICLE 11**

20 **HUD SECTION 3 REQUIREMENTS**

21 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
22 included as a part of this Contract.

23 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of  
24 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The  
25 purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD  
26 assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed  
27 to low- and very low-income persons, particularly persons who are recipients of HUD assistance.



1           11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which  
2 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that  
3 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the  
4 Part 135 regulations.

5           11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers  
6 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a  
7 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments  
8 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where  
9 both employees and applicants for training and employment positions can see the notice. The notice shall  
10 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name  
11 and location of the person(s) taking applications for each of the positions; and the anticipated date the  
12 work shall begin.

13           11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to  
14 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an  
15 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is  
16 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any  
17 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found  
18 in violation of the regulations in 24 CFR Part 135.

19           11.1.5 CONTRACTOR certifies that any vacant employment positions, including training  
20 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)  
21 with persons other than those to whom the regulations of 24 CFR Part 135 require employment  
22 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24  
23 CFR Part 135.

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

26           11.1.7 With respect to work performed in connection with Section 3 covered Indian Housing  
27 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)  
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1 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest  
2 extent feasible, (i) preference and opportunities for training and employment shall be given to Indians,  
3 and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and  
4 Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section  
5 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation  
6 of compliance with section 7(b).

## 7 **ARTICLE 12**

### 8 **BREACH AND TERMINATION**

9 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any other  
10 breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of  
11 defective work or improper materials.

12 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions  
13 Clause 32 and 34.

14 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD  
15 5370 General Conditions, the AUTHORITY may terminate this Contract if the CONTRACTOR is  
16 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the  
17 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt  
18 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,  
19 regulations or orders of any public authority having jurisdiction, fails to construct the Project in  
20 accordance with the drawings and specifications, or otherwise substantially violates any provision of the  
21 Contract Documents.

22 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) calendar days written  
23 notice prior to terminating this Contract pursuant to this section, provided however, that the  
24 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of improvements or  
25 other permanent construction work encompassing part of the Project. Upon termination, the  
26 AUTHORITY may take possession of the Project and all materials, equipment, tools and construction  
27 equipment and machinery owned by the CONTRACTOR and located at the Project site and may finish  
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1 the Project by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be  
2 entitled to receive any further payment under this Contract.

3 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against  
4 the CONTRACTOR by exercising its right of termination under this section.

5 12.5 Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a  
6 right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the  
7 County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for  
8 a change of venue in such proceedings to any other county.

9 **ARTICLE 13**

10 **MISCELLANEOUS PROVISIONS**

11 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and  
12 orders of any governmental entity relating to the Project. Should CONTRACTOR become aware that any  
13 provisions of this Contract are at variance with any such rule, law, regulation, ordinance or order; he/she  
14 shall promptly give notice in writing to AUTHORITY of such variance.

15 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the  
16 CONTRACTOR within ten (10) calendar days of any and all backordered materials and/or any  
17 incomplete services, and the estimated delivery date. Unless otherwise stipulated in the Contract  
18 Documents, any order that will take more than a maximum of ten (10) calendar days past the original  
19 agreed upon delivery date, may at the option of the AUTHORITY, be canceled and ordered from another  
20 source, if, in the opinion of the Contracting Officer, it is in the best interests of the AUTHORITY to do  
21 so.

22 13.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences,  
23 clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or  
24 section of this Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment  
25 or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall  
26 not affect any of the remaining clauses, sentences, paragraphs and sections of this Contract.

1 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the  
2 General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state  
3 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or  
4 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,  
5 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive  
6 Order shall prevail.

7 13.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have  
8 the authority to execute this Contract on behalf of each respective Party and further warrant and represent  
9 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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**(Remainder of Page Intentionally Blank)**

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**(Signatures on next page)**

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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**

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7 \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Commissioners

8 \_\_\_\_\_  
By: David Webb  
Its: President  
License #: 794667

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**Attest:**  
11 Kecia Harper-Ihem  
12 Clerk of the Board

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Deputy

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18 **APPROVED AS TO FORM:**  
19 Gregory P. Priamos, County Counsel

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By:   
\_\_\_\_\_  
Neal Kipnis, Deputy County Counsel

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**Exhibit "A"**

**Scope of Work**

1. The work under this contract shall be performed at the Idyllwild Place Apartments located in the City of San Jacinto, 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 fourteen (14) HVAC units and associated improvements in strict conformance with all of the Contract documents.
2. Plans provided: Sheet nos. T-1 (Title Sheet/Cover Sheet, Vicinity Map, & Sheet Index), A-1 (Site Plan), S-1 (General Notes), S-2 (Framing Plan & Details), Architectural 1 of 16 (Plot Plan), Architectural 12 of 16 (Elevations), Plumbing P-2 ("AH" Unit, "D Unit, & Bldg. 1 & 3 Floor Plans), Plumbing P-3 (Bldg. 2 & 4 , "B" Unit Floor Plans, Enlarged Laundry Room Floor Plan, Details), Mechanical M-1 (Unit Floor Plans, Schedules, Notes, Details, Wiring Diagrams) from B.G. Structural Engineering, Inc. approved by the County of Riverside Economic Development Agency Design and Construction dated February 6, 2015 are part of the scope of work of the contract.
3. Remove fourteen (14) existing evaporative cooler(s) from roof, roof jacks, supports, and associated hardware.
4. Remove all existing evaporative cooler ducts and install appropriately sized insulated HVAC ducts in its place.
5. Remove the (16" x 16") supply ducts for the existing evaporative coolers located in the attic space to fixed duct where it penetrates the 2" floor ceiling and extends down the wall to the 1st Floor ceiling. Attach new supply insulated duct to the existing one to supply air to the 1st Floor. Install R-19 insulation to area around existing duct where it penetrates the 2nd Floor ceiling in the attic area, if disturbed or missing.
6. Install fourteen (14) new – 2 ½ ton roof mounted dual package – HVAC units, 14 SEER ("Energy Star" rated using R-410A refrigerant; gas/electric; 220 volt, etc.) and a corresponding roof curb. Engineered structural specifications and drawings for roof curb and supports are provided on the approved plans/drawings. HVAC unit weight shall not exceed 400 lbs.
7. Remove all room evaporative cooler air registers and replace with new appropriate sized adjustable curved type registers. Install a register for air supply in the bathroom.
8. Provide fused disconnect at HVAC unit.
9. Unit condensate line to be run to proximate sewer vent pipe if possible or be run to roof edge and discharge over the edge in a manner so water will not hit the building (combine two into one where possible).
10. Gas meters are located at each building (location shown on site plan). Intercept at this location and extend gas line to each unit on the exterior of building and penetrate into the attic space. Run piping through attic, then through the roof to service each HVAC unit. In all units at rise to roof,

1 install a 3/4" stub out for future use. Use appropriate size pipe for distance of travel and install  
2 appropriate pipe roof flashing. The gas meters for building 475 # A, B, & C are located by # A  
3 and # D, E, F, & G gas meters are located by the laundry room. On all buildings where gas line is  
4 exposed, vertically install a metal galvanized channeled conduit over exterior gas line up the  
5 exterior of the building and include area to penetrate into attic. Cover top and bottom of conduit  
6 and paint same color of stucco.

- 7 **11.** Remove cooler on/off switch from its circuit, cap-off wires, and install ivory blank cover plate.
- 8 **12.** A 70 amp circuit sub-panel is located in 1st Floor living room for power supply to HVAC unit.  
9 Remove evaporative cooler circuit breaker and the feed wires it services. Install appropriate 2 pole  
10 breaker and rewire electrical service to the new HVAC unit.
- 11 **13.** Remove existing wall heaters (1st and 2nd Floor) and cap-off gas line at this location or in attic  
12 space. If capped at the wall heater location, an access cover needs to be installed. Drywall over  
13 heater opening, mud, tape, texture, prime, and paint wall. Paint wall corner to corner with Dunn  
14 Edwards Navajo White Semi-Gloss.
- 15 **14.** Install return air register/ filter combination at ceiling location 2nd Floor stair landing.
- 16 **15.** Install programmable thermostat at 2nd Floor hallway closest to return-air duct. Provide  
17 thermostat instructions for residents in both English and Spanish.
- 18 **16.** Contractor to obtain an independent inspection by a certified Home Energy Rating System  
19 (HERS) rater must provide a (California Home Energy Efficiency Rating Services) CHEERS  
20 Energy star rating report, a Title 24 CF-1R, and/or an affidavit from an energy consultant stating  
21 that it meets the requirements. The certified, independent and third party HERS rater must not be  
22 affiliated with the contractor or subcontractor performing the removal and installation of the  
23 HVAC unit. The results and documentation of testing performed by the HERS rater shall be  
24 delivered to HACR prior to project completion. NOTE: The certified HERS rater must be  
25 certified by a Residential Energy Services Network (RESNET) Accredited Rating Provider.
- 26 **17.** The HACR will obtain the necessary construction/building permits from the County of Riverside  
27 Transportation and Land Management Agency (TLMA) or the County of Riverside Economic  
28 Development Agency (EDA) Design and Construction for the installation of the fourteen (14)  
HVAC units. NOTE: If required, the selected contractor will provide/furnish the engineered  
and/or shop drawings from the manufacturer and the HACR will obtain the necessary  
construction/building permits from the County of Riverside Transportation and Land Management  
Agency or the County of Riverside Economic Development Agency (EDA) Design and  
Construction.
- 18.** Contractor to ensure proper dumping of all waste and components from the site and shall provide  
a cleared site free of all debris, contractor equipment, etc.
- 19.** Field Verification: Contractor responsible to field verify existing conditions and promptly notify  
the HACR if discrepancies in and omissions from the plans, specifications or other contract  
documents are found in the field, including unforeseen conditions that may affect the successful  
completion of the project and/or work.

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

21. Contractor to dispose of all materials off-site daily.

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

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



**Exhibit "B"**

**IFB 2015-002**

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**Exhibit "C"**

**Contractor's Form of Quote**

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## NOTICE OF EXEMPTION

July 6, 2015

**Project Name:** HVAC Replacement Project at Idyllwild Place Apartments

**Project Number:** 2015-002

**Project Location:** APN(s): 434-314-001, 434-314-002, 434-314-003; 475 and 479 Idyllwild Drive, San Jacinto, CA 92583 (See attached Exhibit A).

**Description of Project:** The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Public Housing Site known as Idyllwild Place Apartments (Property) located at 475 and 479 Idyllwild Drive, San Jacinto, CA 92583. The Property's Heating Ventilation and Air Conditioning (HVAC) system was in need of replacement and modernization. The scope of the capital improvements include the following: installing new air conditioning systems to replace the old swamp cooler systems. All of the new HVAC units will be Energy Star rated. No new residential units will be created and the existing use of the site will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

**Name of Public Agency Approving Project:** Housing Authority of the County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** Housing Authority of the County of Riverside

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. The existing structure that will be upgraded does not possess any historic significance and the project site is already developed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The upgrade of existing residential units to be utilized in a similar manner will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

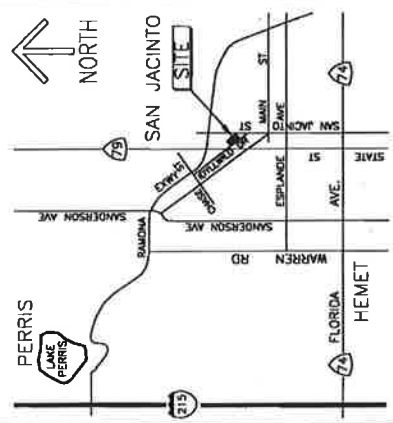
- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project as proposed is the upgrade of existing residential multifamily units for use as low income rental units. The project includes interior and exterior repairs, upgrades, and minor alterations in order to improve the existing use of the site for housing. The installation of new A/C units as proposed is minimal and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Once the upgrades are complete, the property will continue to operate as residential units. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The improvement of an already existing multifamily housing unit at the same physical location will not have an effect on the environment. The upgraded units will not increase any potential environmental impacts from either the rehabilitation or operations of the units themselves. The use and operation of the site will be substantially similar to the existing residential units and will not create any new environmental impacts to the surrounding area. In fact, the upgrades to the housing will improve both the existing structures and the surrounding community. Rehabilitation activities will be limited to the exterior and interior portions of the homes and any impacts related to the operation of the site will be the same or similar in nature to the existing conditions. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  \_\_\_\_\_ Date: 7/6/15

John Aguilar, Deputy Director  
County of Riverside, Economic Development Agency

NOTES



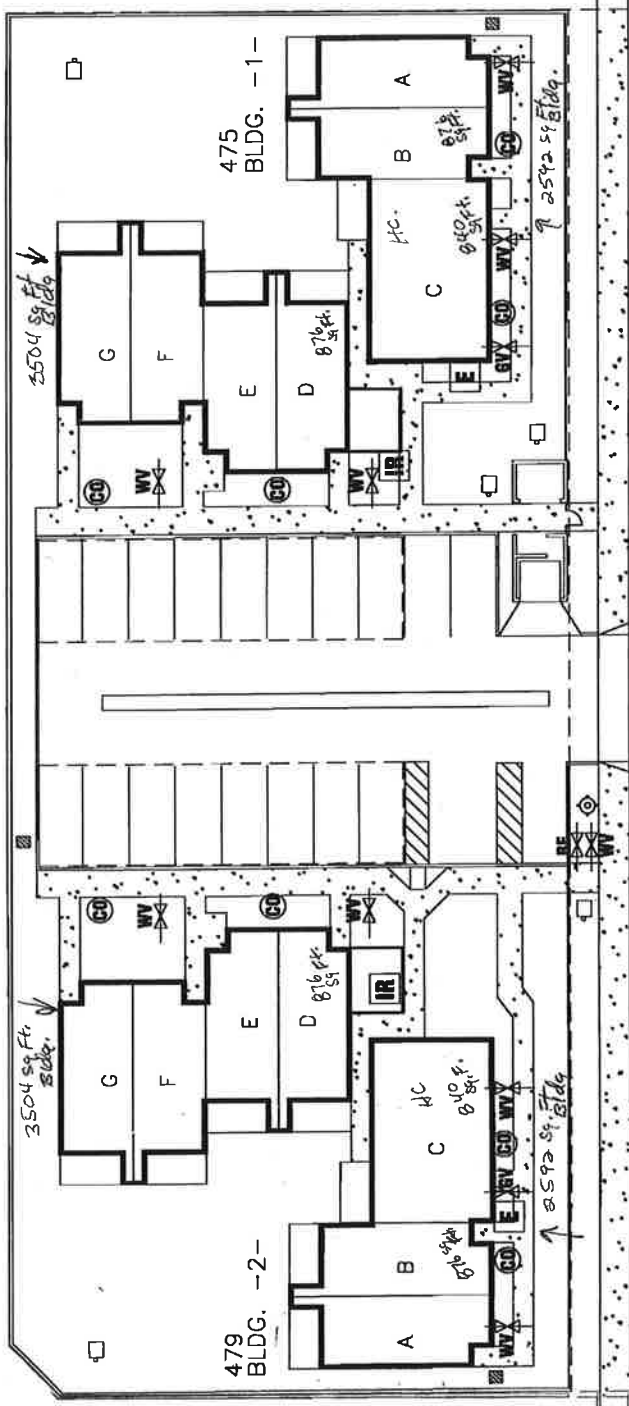
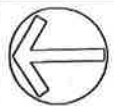
VICINITY MAP N.T.S.

LEGEND

- GV EXISTING GAS VALVE
- WV EXISTING WATER VALVE
- BF EXISTING BACKFLOW
- CO EXISTING CLEAN OUT
- E EXISTING ELECTRICAL METER
- IR EXISTING IRRIGATION CONTROLLER
- EXISTING DRAINS
- EXISTING SECURITY LIGHT- PHOTO CELL
- EXISTING FIRE HYDRANT

HOUSING AUTHORITY of  
 the COUNTY of  
 RIVERSIDE  
 5555 Arlington Avenue, Riverside, CA 92504

JOB NAME: UTILITIES	
LOCATIONS: IDYLLWILD APARTMENTS 479 IDYLLWILD DR. SAN JACINTO, CA.	
DESCRIPTION: SITE PLAN / UTILITIES	CHK BY: JK
SCALE: N.T.S.	DRW BY: EA
DATE: 02-06-00	JOB NO. 803152
	SHEET
	A1-0



IDYLLWILD DRIVE

1 SITE PLAN / UTILITIES

A1.0

N.T.S.



Existing evaporative cooler unit (1 of 14)

San Jacinto High School



Mountain View  
Mobile Park

Raywild Dr

Tiger Ln

Santa

El Dorado St