

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 3/18/16

FISCAL PROCEDURES APPROVED
PAUL LANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 3/18/16

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

906



FROM: Housing Authority

SUBMITTAL DATE:
March 24, 2016

SUBJECT: Maintenance Building Construction Project at the Beaumont Grove Apartments in the City of Beaumont – Award of Construction Contract, CEQA Exempt, District 5, [\$129,800], Department of Housing and Urban Development 2014 Capital Fund Grant 100%

RECOMMENDED MOTION: That the Board of Commissioners:

1. Accept the low bid by St. George Groupe, Inc., and award the construction contract as the lowest responsive and responsible bidder, in the amount of \$118,000 for the construction of a new maintenance building at the public housing development located at 717-837 E. 5TH Street, Beaumont, CA 92223;
2. Approve the construction contract and the total construction project budget of \$129,800;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 129,800	\$	\$ 129,800	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Department of Housing and Urban Development (HUD) 2014 Capital Fund Grant 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

APPROVE

BY:
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: 5

Agenda Number:

10-2

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

Housing Authority

FORM 11: Maintenance Building Construction Project at the Beaumont Grove Apartments in the City of Beaumont – Award of Construction Contract, CEQA Exempt, District 5, [\$129,800], Dept. of Housing and Urban Development 2014 Capital Fund Grant 100%

DATE: March 24, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15302, Replacement or Reconstruction, 15303 New Construction, and 15061 General Rule "Common Sense" exemptions;
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 working days.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Public Housing Site known as Beaumont Grove Apartments (Property) located at 717-837 E. 5TH Street, Beaumont, CA 92223. This Property did not have a maintenance building on site, only a small garage that was suitable for storage only. The proposed maintenance building is part of the conversion from a centralized asset management model to a decentralized site-based asset management model. The site-based asset management model promotes a more effective use of resources as maintenance staff will be on-site to meet the needs of public housing residents in a timely manner.

The Housing Authority advertised an Invitation for Bids (IFB) No. 2016-003 for the construction of a new maintenance building at the Property with a closing date of February 29, 2016. The HACR received and opened nine bids. St. George Groupe, Inc. was the lowest bidder that responded to the solicitation.

Housing Authority staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and St. George Groupe, Inc. in the amount of \$118,000, and approve the construction project budget as follows:

Construction Contract	\$118,000
Contingency (10%)	\$11,800
Total:	\$129,800

(Continued)

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

Housing Authority

FORM 11: Maintenance Building Construction Project at the Beaumont Grove Apartments in the City of Beaumont – Award of Construction Contract, CEQA Exempt, District 5, [\$129,800], Department of Housing and Urban Development 2014 Capital Fund Grant 100%

DATE: March 24, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

A 10% construction contingency in the amount of \$11,800 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 repairs or site conditions.

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

California Environmental Quality Act (CEQA) Findings:

This project will replace the existing concrete block garage with a newly constructed maintenance building on the same site, within the confines of the current Property. The project is exempt from CEQA pursuant to Section 15302 as a replacement of an existing structure at an existing facility with a building substantially the same size, purpose, and capacity. There will no expansion of the existing use of the Property, which is currently residential use. The project is also exempt from CEQA pursuant to Section 15303 under the new construction exemption for small structures not exceeding 2500 square feet in floor area as the new maintenance building will only have 900 square feet of floor area. Additionally the project is exempt from CEQA pursuant to Section 15061 as there is no possibility the project will have a significant impact on the environment.

Impact on Citizens and Businesses:

Approving this item will have a positive impact on the citizens and businesses of Beaumont. The proposed project is expected to generate temporary construction jobs. Additionally, the new maintenance building will enhance the living space for current and future apartment residents. These and future improvements will positively impact the residents of the Beaumont Grove 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 HUD's 2014 Capital Fund.

Contract History and Price Reasonableness:

The HACR advertised an Invitation for Bids (IFB) No. 2016-003 with a bid opening date of February 29, 2016. The HACR received and opened nine bids. St. George Groupe, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$118,000 compares well with the other proposed amounts and is deemed to be appropriate, fair and reasonable.

County Counsel and staff reviewed the submitted bid and determined that St. George Groupe, Inc. was the lowest responsive and responsible bidder.

Attachments:

- Construction Contract (3)
- Notice of Exemption

1 **CONSTRUCTION CONTRACT BY AND BETWEEN**
2 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **AND ST. GEORGE GROUPE, INCORPORATED FOR**
4 **MAINTENANCE BUILDING DEVELOPMENT PROJECT AT BEAUMONT GROVE**
5 **APARTMENTS**

6 This CONTRACT is made by and between the **Housing Authority of the County of Riverside**, a
7 body corporate and politic, hereinafter referred to as "AUTHORITY", and **St. George Groupe,**
8 **Incorporated dba St. George Construction, Incorporated,** hereinafter referred to as
9 "CONTRACTOR."

10 **RECITALS**

- 11 A. The AUTHORITY is the owner of a certain real property located in the County of
12 Riverside, commonly known as, **717-837 E. 5th Street & 478-486 Maple Street,**
13 **Beaumont, CA 92223,** hereinafter referred to as "PROPERTY;"
- 14 B. The term "PROJECT" includes performance, as set forth in the Contract Documents, by
15 the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- 16 C. AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and
17 conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on
18 the terms and conditions set forth below.

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

21 **ARTICLE I**

22 **THE CONSTRUCTION CONTRACT**

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

- 26 1.1.1 Invitation for Bids (IFB) No. 2016-003 Maintenance Building Development Project at
27 Beaumont Grove Apartments

1.1.2 Exhibit "A"

1.1.3 CONTRACTOR's Form of Bid submitted to the AUTHORITY on February 29, 2016 in connection with IFB No. 2016-003

1.1.4. Davis-Bacon Prevailing Wage Decision No. **CA160028 02/12/2016 CA28 MOD 2**

1.1.5. Form HUD-5370 (01/2014) General Conditions for Construction Contracts - Public Housing Programs

1.1.6 Addendum #1

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 **Maintenance Building Development Project at Beaumont Grove Apartments**, 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 Exhibit "A" as well as in the approved plans and specifications.

2.1.2 All such Work shall be done in strict accordance with the CONTRACT, specifications, and addenda thereto and the plans and 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 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful and thorough examination, to its satisfaction of: the Contract Documents, and other information

provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements; the visible conditions at the site and its surroundings, visible conditions of existing improvements and their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently under construction; and all information concerning visible and concealed conditions above and below the surface of the ground at the site and in existing improvements, including without limitation, surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public records.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

3.1 Time for Completion

The Work, as defined in the General Conditions, to be performed under this CONTRACT shall commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date specified in the Notice, whichever is later, and shall be completed within **one hundred thirty (130) calendar days** following the said date. Time is of the essence under this CONTRACT as to each provision in which time of performance is a factor.

3.2 Liquidated Damages

3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300) dollars** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

1 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in
2 completing the PROJECT.

3 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
4 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

5 **ARTICLE 4**

6 **CONTRACT SUM**

7 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
8 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **One**
9 **Hundred Eighteen Thousand and 00/100 Dollars (\$118,000.00)**. The CONTRACTOR exceeds the
10 contract sum amount at his/her own risk. The Contractor is under no obligation to provide additional
11 services that would cause the CONTRACTOR's fees to exceed the contract sum without prior revision of
12 this amount by written change order.

13 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
14 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
15 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
16 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
17 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).
18 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
19 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards Provisions
20 (HUD-5370 Clause No. 46).

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

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

1 **ARTICLE 5**

2 **PROGRESS PAYMENTS**

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

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

12 **ARTICLE 6**

13 **INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

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

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

ARTICLE 7

INSURANCE

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

7.1.1. Workers' Compensation:

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

7.1.2 Commercial General Liability:

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

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

7.1.3 Vehicle Liability:

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

7.1.4 General Insurance Provisions - All lines:

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

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

25 5) If, during the term of this CONTRACT or any extension thereof, there is a material change
26 in the scope of services; or, there is a material change in the equipment to be used in the
27 performance of the scope of work; or, the term of this CONTRACT, including any
28

1 extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust
2 the types of insurance and the monetary limits of liability required under this Construction
3 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
4 insurance carried by the CONTRACTOR has become inadequate.

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

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

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

11 **ARTICLE 8**

12 **PROJECT CLOSEOUT**

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

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

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

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

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

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

ARTICLE 9

APPLICABLE LAWS AND REGULATIONS

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

9.1.1 Executive Order 11246.

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

9.1.2 Copeland “Anti-Kickback Act”

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

9.1.3 Davis-Bacon Act

For all construction contracts awarded by AUTHORITY in excess of \$2,000, when required by Federal Grant Program legislation, CONTRACTOR hereby agrees to comply with the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). A

prevailing wage rate including basic hourly rate and any fringe benefits) determined under State law shall be inapplicable to a contract or AUTHORITY performed work item for the development, maintenance, and modernization of a project (24 CFR Part 965.101).

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

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

9.1.5 Clean Air Act.

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

9.1.6 Energy Policy and Conservation Act.

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

9.1.7 Labor Code Section 1861 Certification

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

9.1.8 Government Standards.

It is the responsibility of the CONTRACTOR to ensure that all items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and environmental control (EPA and Riverside County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The

1 CONTRACTOR shall be responsible for all costs incurred for compliance with any such possible
2 ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to
3 the CONTRACTOR for time or monies lost due to violations of any such ordinance, code, law or
4 regulations that may occur.

5 **ARTICLE 10**

6 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

7 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
8 makes the following assurances, where applicable:

9 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
10 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

11 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
12 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
13 denied the benefits of, or subjected to, discrimination under any program or activity which receives
14 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
15 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
16 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
17 seq.).

18 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
19 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
20 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
21 services, including in any way making unavailable or denying a dwelling to any person because of race,
22 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
23 CONTRACTOR administer all programs and activities, which are related to housing and community
24 development, in such a manner as affirmatively to further fair housing.

25 10.1.4 Age Discrimination Act of 1975.

26 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
27
28

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

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

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

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

ARTICLE 11

HUD SECTION 3 REQUIREMENTS

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

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

11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that

1 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
2 Part 135 regulations.

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

11 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
12 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
13 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
14 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
15 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
16 in violation of the regulations in 24 CFR Part 135.

17 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
18 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
19 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
20 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
21 CFR Part 135.

22 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
23 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
24 contracts.

25 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
26 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
27 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the greatest
28

1 extent feasible, (i) preference and opportunities for training and employment shall be given to Indians,
2 and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and
3 Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the provisions of
4 Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in
5 derogation of compliance with section 7(b).

6 **ARTICLE 12**

7 **BREACH AND TERMINATION**

8 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
9 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
10 of defective work or improper materials.

11 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
12 Clause 32 and 34.

13 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD 5370
14 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
15 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
16 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
17 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
18 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
19 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
20 Contract Documents.

21 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) calendar days written
22 notice prior to terminating this CONTRACT pursuant to this section, provided however, that the
23 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of improvements or
24 other permanent construction work encompassing part of the PROJECT. Upon termination, the
25 AUTHORITY may take possession of the PROJECT and all materials, equipment, tools and construction
26 equipment and machinery owned by the CONTRACTOR and located at the PROJECT site and may
27
28

1 finish the PROJECT by whatever method it may deem expedient. It such case, the CONTRACTOR shall
2 not be 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 Work. Should CONTRACTOR become aware that any
13 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order;
14 he/she 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
25 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
26 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
27 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
8 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
9 represent that they have the authority to bind each respective party to the performance of its obligation
10 hereunder.

11 **(Remainder of Page Intentionally Blank)**

12
13 **(Signatures on next page)**

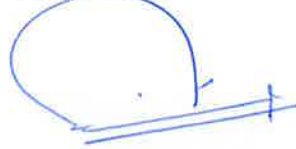
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27
28

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Contract this ____ day of _____, 2016.

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
Board of Commissioners

By: Abdalla Abdemalak
Its: President
License #: 993684

9
10 **Attest:**
11 Kecia Harper-Ihem
12 Clerk of the Board

13
14 _____
15 Deputy

16
17
18 **APPROVED AS TO FORM:**
19 Gregory P. Priamos, County Counsel

20
21 By: 
22 Neal Kipnis, Deputy County Counsel

23 ///

24 ///

25 ///

26 ///

27 S:\Department\Contracting\Capital Fund\2015\Maintenance Building\Maintenance Shop\4.0 Construction Phase\Contract.docx

Exhibit "A"

Scope of Work

1. The work under this contract shall be performed in the City of Beaumont, County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the demolition of one (1) existing 280 SF building and the construction of one (1) 900 SF maintenance building in strict conformance with all of the Contract documents.
2. Demolition: Demolish in an orderly and careful manner. Protect existing apartments and buildings. All demolition debris during construction shall be removed from the site daily and/or placed in an appropriate container provided by the contractor. Do not burn or bury materials on site. Upon completion of demolition, leave areas in clean condition. Remove all temporary structures once completed.
3. Plans provided, sheet nos. T1, A1.0, A2.0, A3.0, A4.0, A5.0, A5.1, A5.2, S1, SD1, and SD2, are part of the contract documents. Plans have been approved by the City of Beaumont.
4. Structural Calculations prepared by Pacific Engineering dated 01/21/16 are considered part of the specifications and contract documents.
5. Per Detail 10 sheet SD-1 the Contractor will be required to scarify and re-compact soil to 36" in three 12" lifts for the entire area of the maintenance building. Once the old garage has been demolished, further soils tests will be conducted to confirm. This requirement may be changed at the discretion of the HACR based on consultation with the Soils Engineer.
6. The HACR will be responsible for soils testing.
7. The Building Permit from the City of Beaumont will be a "no fee" permit. The contractor will be responsible for completing the Construction Permit Application and for picking up the approved plans.
8. Temporary Water Service: Connect to existing water source for construction operations at time of project mobilization. HACR will pay cost of water used. Exercise measures to conserve water. Extend branch piping with outlets located so water is available by hoses with threaded connections, if necessary.
9. Temporary Sanitary Facilities: Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at time of project mobilization.
10. Safety Barriers and Fencing: Provide, erect, and maintain temporary barriers at all locations necessary to prevent injury to Public Housing residents
11. Temporary Electricity: Provide temporary electric feeder from existing building electrical service at location as directed by project manager. Do not disrupt HACR's use of service.

12. All tools, materials, and equipment shall be provided by the contractor and must meet all local applicable safety requirements. A parking space will be made available for contractor's container if needed for materials and equipment. The HACR assumes no responsibility for the loss or damage to the contractor's equipment, tools or materials stored at the job site.
13. Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.
14. All work shall be performed in accordance with local safety standards and recognized safe practices.
15. Contractor to ensure proper removal of all debris and all other components from the site and shall provide a cleared site free of all debris, contractor equipment, etc. HACR refuse containers will not be allowed to be used for disposal of contractors waste.
16. Field Verification: Contractor is 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.
17. The Contractor's proposed work schedule is required five (5) working days before the project is to begin, in order for the HACR or HACR's designee to give residents forty-eight (48) hours' notice before the Contractor may enter any building.
18. Contractor will perform a final walk-through inspection with a HACR representative before the project will be considered complete and finished.

Exhibit "B"

IFB 2016-003

(behind this page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit "C"

Contractor's Form of Bid

(behind this page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



NOTICE OF EXEMPTION

March 3, 2016

Project Name: Maintenance Building Construction Project at Beaumont Grove Apartments

Project Number: 2016-003

Project Location: APN(s): 418-150-011; 418-150-012; & 418-150-014; 717-837 E. 5th Street, Beaumont, CA 92223 (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 Beaumont Grove Apartments (Property) located at 717-837 E. 5th Street, Beaumont, CA 92223. The Property's current garage was in need of replacement and modernization. The scope of the capital improvement includes the following: demolishing the 200 sq. ft. cinder block garage and building a new 900 sq. ft. maintenance building on the same site that includes a garage, storage room for parts and supplies and a bathroom for maintenance staff. 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 15302, Replacement or Reconstruction, Section 15303, New Construction, 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 demolished 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 new construction and subsequent use of the replacement maintenance building will be in a similar manner to the previous garage and will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- Section 15302 – Class 2 Replacement or Reconstruction Exemption. This exemption consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project as proposed is the replacement of the existing 200 sq. ft. storage garage with a new 900 sq. ft. maintenance building. The new maintenance building includes restroom facilities, air conditioning and telephone/computer access along with adequate storage space in order to improve the existing use of the site for the maintenance staff. The replacement of the old storage garage with the new maintenance building 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 demolition and construction are complete, the property will continue to operate as residential units. Therefore, the project meets the scope and intent of the Class 2 Exemption.

- Section 15303 – Class 3 New Construction or Conversion of Small Structures Exemption. This exemption consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:
 - (c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive. As the proposed new maintenance building is only 900 square feet in size, and is being placed on the site of the existing garage within the established public housing site, it meets the above criteria.

- 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 replacement of an already existing garage at the same physical location will not have an effect on the environment. The new replacement maintenance building will not increase any potential environmental impacts from either the construction or operation of the maintenance building itself. The use and operation of the site will be substantially similar to the existing use of the garage and will not create any new environmental impacts to the surrounding area. In fact, the demolition and replacement of the garage with the new maintenance building will improve both the existing structures and the surrounding community. All construction activities will be limited to the construction of the free-standing maintenance building 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: _____

John Aguilar, Deputy Director

County of Riverside, Economic Development Agency