

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

759



FROM: Redevelopment Agency

SUBMITTAL DATE:
July 29, 2010

SUBJECT: Pre-qualified Contractors List for the Home Rehabilitation Program (HRP) and the Senior Home Repair (SHR) Program

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the selection of Pre-qualified Contractors List for use on an, "as-needed basis," for the Redevelopment Agency for the County of Riverside (RDA);
2. Approve the attached template Contractor Participation Agreement ("Agreement");
3. Authorize the Executive Director, or designee, to sign the attached Agreement with each contractor, subject to County Counsel approval; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement this Agreement, including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Low-and Moderate-Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: *Serena Chow*
Serena Chow

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: August 10, 2010
xc: RDA, EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 3.16)

Prev. Agn. Ref.:

District: ALL

Agenda Number:

4.4

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED-COUNTY COUNSEL
BY: *Michelle Clack* DATE: 7/29/10
MICHELLE CLACK
Departmental Concurrence

Dept' Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BACKGROUND:

The HRP provides a loan up to \$20,000 to qualified low-income homeowners for the repair of their homes to address health and safety issues, handicap accessibility, as well as meeting Housing Quality Standards (HQS).

The SHR program provides a one-time grant up to \$6,000 to qualified very-low income senior homeowners (62 years or older) or low-income handicapped persons of any age to repair or improve their homes. The work will be a minor repair to the home to address health and safety concerns as well as handicap accessibility.

On June 1, 2010, RDA published a Request for Qualification (RFQ) From General Contractors for the HRP and SHR programs. The deadline for the RFQ was June 29, 2010. The RFQ was prepared for the purpose of developing a limited number of licensed general contractors to perform various rehabilitation services on an, "as-needed basis."

Pre-qualifying a pool of contractors will enable RDA to quickly respond to the needs of the residents and will accelerate the delivery of services. RDA will assess the home and prepare a scope of work and solicit bids from the selected Pre-qualified Contractors List. A competitive bidding process will be followed in accordance with the procurement policy.

A total of 31 contractors responded to the RFQ, and based on the submittals, RDA has qualified 24 contractors as the most responsive and qualified contractors as shown in the Attachment "A". The qualified contractors will be required to enter into a Contractor Participation Agreement (see Attachment "B") prior to the issuance of any work order. The Pre-qualified Contractors List will be valid for one year following the date of approval per Public Contract Code Section 20100(c).

Staff recommends that the Board of Directors approve the attached Pre-qualified Contractors List and Contractor Participation Agreement. Agency Counsel has reviewed and approved as to form the attached Pre-qualified Contractors List and Contractor Participation Agreement.

Attachment "A"

Pre-qualified Contractors List (FY 2010-2011)

Home Rehabilitation and Senior Home Repair Programs

General Contractors: East County

1. Center Lumber & Hardware, Thousand Palms, CA
2. Americap, San Ramon, CA
3. Christopher Construction, Cherry Valley, CA
4. DLD Construction, Joshua Tree, CA
5. Complete Door & Trim, Beaumont, CA
6. Desert Valley Construction & Roofing, San Jacinto, CA

General Contractors: West County

1. J D Construction, Riverside, CA
2. Spec Construction, San Dimas, CA
3. Cook Construction Services, (Kevin Cook) Riverside, CA
4. New Millennium Construction, Diamond Bar, CA
5. K N C Construction, Hesperia, CA
6. K & S Construction, Perris, CA
7. J C Construction, Moreno Valley, CA
8. SoCal Maintenance, San Bernardino, CA
9. T & R Conrad Construction, Riverside, CA
10. Inland Pacific Contractors, Riverside, CA

General Contractors: East/West County

1. JJC Project Management Group, Riverside, CA
2. JCS Construction, Moreno Valley, CA
3. Merriman's Inc., Calimesa, CA
4. Vision's West, Winchester, CA
5. Exact Build, Riverside, CA
6. Ace & Sons, Riverside, CA
7. Inland Tri Tech, Chino, CA
8. Quality Pacific Construction, Lake Elsinore, CA

Attachment "B"

Contractor Participation Agreement

1 **CONTRACTOR PARTICIPATION AGREEMENT**

2 **FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**

3 **HOME REHABILITATION PROGRAM AND SENIOR HOME REPAIR PROGRAM**

4 This Contractor Participation Agreement (hereinafter referred to as "AGREEMENT") is made
5 and entered into as of the ____ day of _____ 2010 by and between the Redevelopment
6 Agency for the County of Riverside (hereinafter referred to as "AGENCY") and <Contractor>
7 (hereinafter referred to as "CONTRACTOR"), for the purpose of providing construction services in
8 conjunction with funds provided through the Home Rehabilitation Program and Senior Home Repair
9 Program (hereinafter referred to as "PROGRAMS") administered by AGENCY.

10 **RECITALS**

11 **WHEREAS**, the AGENCY is a redevelopment agency duly created, established and authorized
12 to transact business and exercise its powers, all under and pursuant to the provisions of the California
13 Community Redevelopment Law, which is Part 1 of Division 24 of the California Health and Safety
14 Code (commencing with Section 33000 et seq.); and

15 **WHEREAS**, the AGENCY, pursuant to Section 33334.2 of the California Health and Safety
16 Code, wishes to utilize its Low- and Moderate-Income Housing Set-Aside Funds to improve and
17 preserve the supply of affordable housing in the unincorporated areas of the County of Riverside
18 (hereinafter referred to as "COUNTY") and its cooperating cities; and

19 **WHEREAS**, the AGENCY endeavors to preserve, protect, and improve the affordable housing
20 stock and eliminate blight; and

21 **WHEREAS**, the PROGRAMS will alleviate blighting condition as set forth in Section 33031
22 of the California Health and Safety Code; and

23 **WHEREAS**, home rehabilitation of single-family homes located within unincorporated areas in
24 the COUNTY is an eligible use of Low- and Moderate-Income Housing Set-Aside Funds; and

25 **WHEREAS**, home rehabilitation of single-family homes located in AGENCY's redevelopment

1 project areas within a city is an eligible use of Low- and Moderate-Income Housing Set-Aside Funds;
2 and

3 **WHEREAS**, AGENCY administers the PROGRAMS; and

4 **WHEREAS**, AGENCY published a Request for Qualification from General Contractors for
5 the Home Rehabilitation Program and Senior Home Repair Program (“RFQ”) on June 1, 2010; and

6 **WHEREAS**, CONTRACTOR responded to the RFQ, was evaluated and met all the
7 requirements; and

8 **WHEREAS**, CONTRACTOR wishes to participate and receive invitations to bid on projects
9 within the PROGRAMS.

10 NOW, THEREFORE, the AGENCY and the CONTRACTOR mutually agreed as follows:

11 I. PURPOSE OF AGREEMENT

- 12 A. This AGREEMENT is entered into by and between AGENCY and CONTRACTOR for the
13 purpose of allowing the AGENCY to establish and maintain a continuing contractor
14 participation list.
- 15 B. AGENCY will use such contractor participation list to solicit bids for continuing projects.
- 16 C. The contractor participation list will be valid for one (1) calendar year from date of approval per
17 California Public Contract Code Section 20101(c).

18 II. DESCRIPTION OF PROGRAMS

19 A. Home Rehabilitation and Senior Home Repair Programs

- 20 1. AGENCY administers two home rehabilitation programs for COUNTY residents. The
21 Home Rehabilitation Program (“HRP”) has a limit of \$20,000 for each residence and the
22 Senior Home Repair program (“SHR”) is limited to no more than \$6,000. Both programs
23 are for very low and low- income persons who are in need of repairs to their homes. The
24 PROGRAMS coverage area includes all of unincorporated Riverside County and
25 AGENCY’s redevelopment project areas within cities participating in the PROGRAMS

1 within the AGENCY.

2 2. The home rehabilitation work will be minor rehabilitation to owner occupied single-family
3 conventional homes and mobile homes to address health and safety issues, handicap
4 accessibility, as well as meeting Housing Quality Standards ("HQS").

5 3. Project scope, eligibility and approval are subject to the final approval of AGENCY.

6 **III. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

7 A. CONTRACTOR represents, agrees and warrants that it is currently and validly licensed by the
8 California Contractors State License Board and will maintain such valid license, in good
9 standing for the term of this AGREEMENT, as more specifically described in Exhibit A, which
10 is attached and by this reference incorporated herein.

11 B. CONTRACTOR represents, agrees and warrants that it has a current and valid surety bond in
12 compliance with the requirements of the California Contractors State License Board and will
13 maintain such valid bond.

14 **IV. INSURANCE**

15 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
16 AGENCY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its
17 sole cost and expense, the following insurance coverage's during the term of this AGREEMENT:

18 A. Worker's Compensation Insurance. If CONTRACTOR has employees as defined by the State
19 of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance
20 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
21 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
22 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
23 of the AGENCY, and, if applicable, to provide a Borrowed Servant/Alternate Employer
24 Endorsement.

25 B. Commercial General Liability Insurance. Commercial General Liability insurance coverage,

1 including but not limited to, premises liability, contractual liability, products and completed
2 operations liability, personal and advertising injury, and cross liability coverage, covering claims
3 which may arise from or out of CONTRACTOR's performance of its obligations hereunder.
4 Policy shall name the Redevelopment Agency for the County of Riverside, its Departments, their
5 respective directors, officers, Board of Directors, employees, elected or appointed officials,
6 agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than
7 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
8 limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the
9 occurrence limit.

10 C. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the
11 obligations under this AGREEMENT, then CONTRACTOR shall maintain liability insurance
12 for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
13 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
14 apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.
15 Policy shall name the Redevelopment Agency for the County of Riverside, Departments, their
16 respective directors, officers, Board of Directors, employees, elected or appointed officials,
17 agents or representatives as Additional Insured or provide similar evidence of coverage
18 approved by the AGENCY's Risk Manager.

19 D. General Insurance Provisions - All lines.

- 20 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
21 of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such
22 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S
23 Risk Manager waives a requirement for a particular insurer such waiver is only valid for
24 that specific insurer and only for one policy term.
- 25 2. The CONTRACTOR's insurance carrier(s) must declare its self-insured retentions. If such

1 self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior
2 written consent of the AGENCY Risk Manager before the commencement of operations
3 under this AGREEMENT. Upon notification of self insured retention which are deemed
4 unacceptable to the AGENCY, and at the election of the AGENCY'S Risk Manager,
5 CONTRACTOR's carriers shall either:

- 6 a. Reduce or eliminate such self-insured retention as respects this AGREEMENT with the
7 AGENCY; or
8 b. Procure a bond which guarantees payment of losses and related investigations, claims
9 administration, defense costs and expenses.

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

1 the insurance carrier to do so, on its behalf shall sign the original endorsements for each
2 policy and the Certificate of Insurance.

3 4. It is understood and agreed by the parties hereto and the CONTRACTOR's insurance shall
4 be construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or
5 self-insured retentions or self-insured programs shall not be construed as contributory.

6 5. If, during the term of this AGREEMENT or any extension thereof, there is a material
7 change in the scope of services; or, there is a material change in the equipment to be used in
8 the performance of the scope of work, which will add additional exposures (such as the use
9 of aircraft, watercraft, cranes, etc.); or, the term of this AGREEMENT, including any
10 extensions thereof exceeds (5) years, the AGENCY reserves the right to adjust the types of
11 insurance required under this AGREEMENT and the monetary limits' of liability for the
12 insurance coverage's currently required herein, if; in the AGENCY Risk Manager's
13 reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
14 become inadequate.

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

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

19 8. CONTRACTOR agrees to notify AGENCY of any claim by a third party or any incident or
20 event that may give rise to a claim arising from the performance of this AGREEMENT.

21 **V. HOLD HARMLESS AND INDEMNIFICATION**

22 A. CONTRACTOR shall indemnify and hold harmless the AGENCY, its Departments, their
23 respective directors, officers, Board of Directors, elected and appointed officials, employees,
24 agents and representatives from any liability whatsoever, based or asserted upon any services of
25 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out

1 of their performance under this AGREEMENT, including but not limited to property damage,
2 bodily injury, or death or any other element of any kind or nature whatsoever arising from the
3 performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or
4 representatives under this AGREEMENT. CONTRACTOR shall defend, at its sole expense, all
5 costs and fees including, but not limited to attorney fees, cost of investigation, defense and
6 settlements or awards, the AGENCY, its Departments, their respective directors, officers, Board
7 of Directors, elected and appointed officials, employees, agents and representatives in any claim
8 or action based upon such alleged acts or omissions.

9 B. With respect to any action or claim subject to indemnification herein by CONTRACTOR,
10 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and
11 shall have the right to adjust, settle, or compromise any such action or claim without the prior
12 consent of AGENCY; provided, however, that any such adjustment, settlement or compromise
13 in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to
14 AGENCY as set forth herein.

15 C. CONTRACTOR's obligation to hereunder shall be satisfied when CONTRACTOR has
16 provided to AGENCY the appropriate form of dismissal relieving AGENCY from any liability
17 for the action or claim involved

18 D. The specified insurance limits required in this AGREEMENT shall in no way limit or
19 circumscribe CONTRACTOR'S obligation to indemnify and hold harmless the AGENCY
20 herein from third party claims.

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

24 VI. REQUIREMENTS FOR COMPETITIVE BID

25 A. In the administration of the PROGRAMS, AGENCY will solicit a minimum of three (3) bids

1 per project.

2 B. AGENCY will draw the minimum solicited three (3) contractors from the established
3 participation contractor list.

4 C. AGENCY will review each bid and select the bid which is the most responsive, qualified and
5 lowest cost of all bids submitted for each solicitation.

6 D. Execution of this AGREEMENT does not guarantee any amount of work or any number of bid
7 solicitations.

8 **VII. DUTY TO COOPERATE**

9 A. AGENCY and CONTRACTOR agree to exercise good faith and fair dealing practices and to
10 cooperate with one another in all matters regarding the administration and management of the
11 PROGRAMS and each project.

12 **VIII. STANDARD OF PERFORMANCE**

13 A. CONTRACTOR agrees to complete all work in a manner consistent with high industry
14 standards for construction in the State of California.

15 B. CONTRACTOR agrees to provide a minimum of one (1) year warranty and guarantee for all
16 labor and a minimum manufacturer's warranty and guarantee for all material installed, which
17 will be assigned to the homeowner at the time the repair work is completed and accepted by
18 AGENCY and the homeowner. In the case of roofing jobs – a minimum of three (3) years to be
19 warranted for labor and materials. CONTRACTOR will supply the homeowner a copy of the
20 signed off job card, materials guarantee, and installer's warranty for any shingled roof
21 installation.

22 C. CONTRACTOR agrees to diligently pursue completion of all work identified within the work
23 order. CONTRACTOR further agrees to provide with a notice of completion, additionally
24 including a full and complete copy of the fully approved and signed project job card identifying
25 final inspection and approval by the local jurisdiction, within five (5) days of completion.

1 D. All terms of the RFQ and any addenda thereto are incorporated into this AGREEMENT to the
2 extent they are not modified by the AGREEMENT.

3 E. In addition to the terms set forth herein, CONTRACTOR agrees to the terms and conditions set
4 forth in the Contractor's Practices and Standards, as more specifically described in Exhibit B,
5 which is attached and by this reference incorporated herein.

6 **IX. SCOPE OF PROJECTS**

7 A. AGENCY will define the full project scope within an AGENCY work order to be
8 delivered to CONTRACTOR.

9 B. CONTRACTOR agrees not to work beyond the boundaries of the project scope identified
10 within the work order.

11 **X. CHANGE ORDERS**

12 A. CONTRACTOR must solicit all requests for change orders in writing to prior to
13 commencement of any work to be identified within the change order request.

14 B. AGENCY will consider all change orders requested in writing.

15 C. AGENCY will review the change order request and approve such request only for items
16 limited to those which were not reasonably foreseen and not included, in the original work
17 order. A change order is not appropriate to increase the project scope. The change order work
18 request must be a necessary amendment without which satisfactory completion of the project is
19 not feasible.

20 D. CONTRACTOR agrees not to incur any expenses for work described in the change order
21 request prior to written approval by AGENCY.

22 E. AGENCY will not be obligated to pay or reimburse any costs incurred by CONTRACTOR for
23 work within change order request prior to written approval by AGENCY.

24 F. Under no circumstances shall the total change order request exceed TEN PERCENT (10%) of
25 the total bid amount.

1 XI. PROJECT COMMENCEMENT

- 2 A. AGENCY and CONTRACTOR will attend a pre-construction conference with the homeowner
3 prior to authorization of any work order.
- 4 B. CONTRACTOR will not initiate any construction nor incur any costs or expenses related to the
5 AGENCY work order until such time that CONTRACTOR receives from AGENCY a written
6 notice to proceed.
- 7 C. CONTRACTOR shall be required to commence work within ten (10) calendar days after
8 receipt of Notice to Proceed letter issued by AGENCY.
- 9 D. All construction work on a Senior Home Repair shall be completed within thirty (30) calendar
10 days after the issuance of a Notice to Proceed letter.
- 11 E. All construction work on Home Rehabilitation Programs shall be completed within fifty (50)
12 calendar days after the issuance of the Notice to Proceed letter.

13 XII. METHOD OF PAYMENT FOR SERVICES

- 14 A. CONTRACTOR agrees to submit an invoice to AGENCY requesting payment for work
15 completed. AGENCY will not consider any invoice or request for payment in advance of any
16 work to be completed.
- 17 B. CONTRACTOR agrees to submit to AGENCY all conditional and unconditional lien releases,
18 if applicable.
- 19 C. AGENCY will inspect the completed work billed for within the CONTRACTOR's submitted
20 invoice and, if AGENCY receives the above mentioned lien releases and work is completed to
21 the satisfaction of the homeowner and AGENCY and in a manner consistent with building
22 code, as evidenced by signature on the project job card, deliver payment within thirty (30)
23 calendar days of the invoice date, subject to the provisions identified below.
- 24 D. One (1) progress payment may be accepted for Home Rehabilitation Program projects only. The
25 project must be at least fifty (50) percent completed in order to request a progress payment for

1 Home Rehabilitation Program.

2 E. Progress payments will not be accepted for Senior Home Repair projects.

3 F. Project scope completion must include the deliverance and installation of materials.

4 G. AGENCY will retain a minimum of ten percent (10%) of the project scope, as identified with
5 the AGENCY purchase order and as may have been amended by any validly authorized change
6 order, until the project scope is complete to the satisfaction of the homeowner and AGENCY,
7 evidenced by AGENCY'S receipt of CONTRACTOR'S submitted notice of completion and
8 fully executed project job card.

9 H. In the event the CONTRACTOR receives payment under this AGREEMENT which is later
10 disallowed by AGENCY for nonconformance with the terms of this AGREEMENT, the
11 CONTRACTOR shall promptly refund the disallowed amount to the AGENCY on request; or
12 at its option AGENCY may offset the amount disallowed from any payment due to the
13 CONTRACTOR.

14 XIII. DEFAULTS, REMEDIES AND TERMINATION

15 A. Default. Subject to the notice and cure provisions identified below and the expiration of the cure
16 period set forth therein, the following events shall be a material default by CONTRACTOR:

- 17 1. Failure of CONTRACTOR to perform or observe any material provisions or conditions of
18 this AGREEMENT;
- 19 2. Failure of CONTRACTOR to diligently pursue completion of the project scope;
- 20 3. Failure of CONTRACTOR to complete all work in a manner consistent with high industry
21 standards for the construction field in the State of California; or
- 22 4. Failure of CONTRACTOR to validly provide and respond to the warranties and guarantees
23 required within this AGREEMENT;

24 B. Notice of Right to Cure

- 25 1. Prior to pursuing any remedy for an alleged default of CONTRACTOR, AGENCY will

1 provide notice of default to CONTRACTOR. Each notice of default shall specify the
2 alleged event of default and the intended remedy. CONTRACTOR shall have three (3)
3 calendar days to cure the alleged default.

4 2. CONTRACTOR shall have twenty-four (24) hours to cure the alleged default if such
5 default constitutes an immediate health and safety hazard.

6 C. Remedies. In the event material default by CONTRACTOR continues uncured for a period of
7 three (3) calendar days, or twenty-four (24) hours if an immediate health and safety hazard
8 exists, in addition to the rights and remedies provided by law or equity, AGENCY may, at its
9 election:

- 10 1. Terminate this AGREEMENT by giving CONTRACTOR written notice of termination; or
11 2. Engage an alternate contractor to cure the event of default and thereafter, bill and collect
12 from CONTRACTOR the amounts expended by AGENCY to cure the event of default.

13 D. Termination

- 14 1. AGENCY and CONTRACTOR may terminate this AGREEMENT, without cause, at any
15 time by giving one another written notice of termination, subject to required satisfactory
16 completion of all work pending in any and all validly outstanding AGENCY purchase order
17 as may have been amended by any validly authorized change order.

18 **XIV. COMPLIANCE WITH PROGRAMS FUND SOURCE REQUIREMENTS**

19 A. Applicable Regulations. CONTRACTOR acknowledges that the PROGRAMS shall be funded
20 with Low- and Moderate-Income Housing Set-Aside Funds, which serve to increase and
21 improve the community's supply of affordable housing for person and families of low and
22 moderate income. By executing this AGREEMENT, the CONTRACTOR agrees to comply
23 with all federal, state and local laws, regulations and ordinances. In particular, CONTRACTOR
24 shall comply with the following as they may be applicable:

- 25 1. California Community Redevelopment Law, commencing with Health and Safety Code

1 Section 33000 et seq.;

2 2. The Housing and Community Development Act of 1974, as amended;

3 3. To the greatest extent feasible, opportunities for training and employment arising from
4 PROGRAMS funds will be provided to low-income persons residing in the PROGRAMS
5 service area;

6 4. To the greatest extent feasible, contracts for work to be performed in connection with
7 PROGRAMS funds will be awarded to business concerns that are located in or owned by
8 persons residing in the COUNTY.

9 5. The design, construction and operation of the improvements in conformity with all
10 applicable laws, including all applicable state labor standards (including without limitation
11 provisions for payment of prevailing wages in connection with all construction of the
12 improvements);

13 6. The COUNTY zoning and development standards, building, plumbing, mechanical and
14 electrical codes and all other provisions of the COUNTY ordinances;

15 7. Fair Housing Act, 42 U.S.C. Section 3601, et seq. (and 24 C.F.R. Part 100),;

16 8. Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq.;

17 9. Government Code Section 4450, et seq.;

18 10. Government Code Section 11135, et seq.;

19 11. The Civil Rights Act, Civil Code Section 51, et seq.;

20 12. The California Building Standards Codes;

21 13. Health and Safety Code Section 18900, et seq.;

22 14. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended;

23 **B. Prohibition Against Discrimination.**

24 1. CONTRACTOR shall ensure against any form of discrimination in
25 employment and contracting on the grounds of race, color, national origin, or sex.

1 2. CONTRACTOR shall ensure that no person on the grounds of race, color, national origin,
2 or sex, be excluded from participation in, be denied the benefits, or be subjected to
3 discrimination under any program or activity funded in whole or in part by any of the
4 PROGRAMS.

5 C. Prohibition Against Conflict of Interest.

6 1. CONTRACTOR and its assigns, employees, agents, consultants, officers, and elected and
7 appointed officials shall become familiar with and shall comply with Policy Manual #A-11
8 regarding Conflict of Interest Coded, as more specifically described in Exhibit C, which is
9 attached and by this reference incorporated herein.

10 XV. INDEPENDENT CONTRACTOR. CONTRACTOR and its agents, servants and employees
11 shall act at all times in an independent capacity during the term of this AGREEMENT, and shall
12 not act as, shall not be, nor shall they in any manner be construed to be agents, officers or
13 employees of the AGENCY.

14 XVI. EMPLOYEMNT OPPORTUNTIES TO BE CAUSED BY PROJECTS. CONTRACTOR agrees
15 to, and will require any lessee or assignee to notify Riverside Workforce Development
16 Center/JTPA and GAIN - Department of Public Social Services of any and all job openings that
17 are caused by this project.

18 XVII. GOVERNING LAW: JURISDICTION AND VENUE. This AGREEMENT shall be governed
19 by and construed in accordance with the laws of the State of California. The parties agree that
20 any legal action related to the interpretation or performance of this AGREEMENT shall be filed
21 in the Municipal/Superior Court for the State of California located in Riverside, California.

22 XVIII. MODIFICATION OR AMENDMENTS. This AGREEMENT shall not be modified or
23 amended except in a written document signed by both parties.

24 XIX. NOTICES. All notices, request, demands and other communication required or desired to be
25 served by either party upon the other shall be addressed to the respective parties as set forth

1 below or such other addresses as from time to time shall be designated by the respective parties
2 and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or
3 express delivery service with a receipt showing the date of delivery.

4 AGENCY

CONTRACTOR

5 Redevelopment Agency
6 For the County of Riverside
7 Attention: Emilio Ramirez
8 3403 10th Street, Suite 500
9 Riverside, CA 92501

10 XX. WAIVER. Any waiver by AGENCY of any breach of any one or more of the terms of this
11 AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the
12 same or of any term thereof. Failure on the part of the AGENCY to require exact, full and
13 complete compliance with any terms of this AGREEMENT shall not be construed as in any
14 manner changing the terms hereof, or stopping AGENCY from enforcement hereof.

15 XXI. DISPUTES.

16 A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not
17 successful, the dispute shall be referred to the senior management of the parties. The
18 CONTRACTOR shall proceed diligently with the performance of this AGREEMENT pending
19 resolution of a dispute.

20 B. Prior to the filing of any legal action related to this AGREEMENT, the parties shall be obligated
21 to attend a mediation session in Riverside County before a neutral third party mediator. A
22 second session shall be required if the first session is not successful. The parties shall share the
23 cost of the mediations.

24 XXII. ENTIRE AGREEMENT. It is expressly agreed that this AGREEMENT embodies the entire
25 AGREEMENT of the parties in relation to the subject matter hereof, and that no other

1 AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists
2 between the parties at the time of execution.

3 XXIII. SEVERABILITY. Each paragraph and provision of this AGREEMENT is severable from each
4 other provision, and if any provision or part thereof is declared invalid, the remaining provisions
5 shall nevertheless remain in full force and effect.

6 XXIV. COUNTERPARTS. This AGREEMENT may be signed by the different parties hereto in
7 counterparts, each of which shall be an original, but all of which together shall constitute one and
8 the same agreement.

9 XXV. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached
10 hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the
11 authority to execute this Agreement and warrant and represent that they have the authority to
12 bind the respective parties to this Agreement to the performance of its obligations hereunder.

13 (END OF AGREEMENT)

14 (SIGNATURES ON NEXT PAGE)

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1 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date
2 first above written.

3
4 REDEVELOPMENT AGENCY
5 FOR THE COUNTY OF RIVERSIDE

CONTRACTOR

6
7 By: _____
8 Emilio Ramirez
9 Assistant Director of Housing

By: _____
Name of Contractor, Title

10
11 APPROVED AS TO FORM:

12
13 PAMELA J. WALLS
14 Agency Counsel

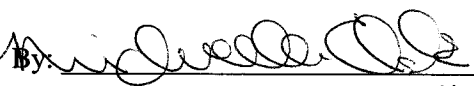
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16 By:  _____
17 Deputy **Michelle Clack**

EXHIBIT A
DESCRIPTION OF CONTRACTOR

Name of Contractor

Contact Information

Name

Title

Street Address

Telephone Number

Fax Number

E-mail Address

License Information

License Number

License Type

License Valid Dates

Please Attach a Copy of Your License

Insurance Information (Insurance Company Name and Amount of Coverage)

Worker's Compensation

Surety Bond

General Liability

Vehicle Liability

1 **EXHIBIT B**

2 **HOME REHABILITATION AND SENIOR HOME REPAIR PROGRAMS**

3 **CONTRACTOR PRACTICES STANDARDS**

4 **Contractor Practices Standards:**

- 5 1) Contractors will have a maximum of fifteen (15) working days to submit proposal/bids to
6 Agency after invitation to bid is posted. All bid deadlines will be set by Agency staff and will
7 be indicated on invitation to bid paperwork. Under no circumstances will proposal/bids be
8 accepted after indicated bid deadline. Agency has four approved methods of proposal/bid
9 submittal, facsimile, U.S. Postal service, public carriers: UPS, FED-EX, DHL, etc. or hand
10 delivery. Agency's preferred method of document submittal is hand delivery.
- 11 2) Before commencing on any project Contractor must receive, from Agency, a Purchase Order,
12 signed by Homeowner and Agency, identifying the cost and scope of work, and must receive
13 from Agency a written Notice to Proceed.
- 14 3) Contractor will be responsible for applying for and acquiring all necessary permits from the of
15 Riverside, special district, or the municipal jurisdiction whichever has land use authority, for
16 work requiring permits, and Contractor must deliver to Agency copies of all signed off
17 permits.
- 18 4) Contractor, within the contracted amount, will be responsible for the cost of all permits and
19 fees.
- 20 5) Contractor, within the contracted amount, will be responsible for all requirements of
21 construction as delineated in the Purchase Order, Scope of Work, and Contractor's Bid
22 Proposal.
- 23 6) The Homeowner has the right, and should be encouraged by the Contractor, to inspect all
24 materials to be used or installed prior to installation.
- 25 7) All construction shall meet industry standards for workmanship and materials as determined

1 by Agency, and all work must be completed according to applicable building code and permit
2 requirements established for this project by the County of Riverside, special district, or the
3 municipal jurisdiction, whichever has land use authority. Homeowners' association
4 requirements may also exist that could affect the scope of work or work product.

5 8) Agency will not be responsible for payment for any work, material or equipment that is not
6 delineated on the Purchase Order, Scope of Work, Contractor's Bid Proposal, or contractual
7 agreement signed by the Contractor and Agency. Any additional work, or changes in the work
8 agreed to by the Contractor and the Homeowner, without the approval of Agency, will have
9 been done solely at the Contractor's expense.

10 9) Agency will require a written request for Change Order from the Contractor for any additional
11 cost or work to be done. Change Orders will be submitted to Agency and if accepted, will
12 require written approval from homeowner. Any work done prior to the submittal and approval
13 of the Change Order by Agency will be considered outside the scope of the project and will be
14 the total financial responsibility of the Contractor. The Contractor cannot proceed with the
15 additional work without written approval of the change order from the Agency.

16 10) Agency shall cause homeowner to make every effort to provide the Contractor with access to
17 the work areas during normal business hours from Monday through Friday. Work on the
18 weekends and holidays are permitted if it is agreed to by both parties. Inability of the
19 Contractor to access the property can be cause for cancellation of the project by Agency.
20 Contractor must provide Homeowner with reasonable prior notice as to when access will be
21 required. All livestock on the property will be controlled and managed by the Homeowner so
22 that the Contractor and/or his workers and/or his sub-contractors will not be endangered or
23 injured by the livestock.

24 11) If Agency or the Contractor discovers, during the course of the construction, any anomalous,
25 condition, code violation, or any damage to the structural integrity, or any of the building

1 systems: electrical, plumbing, HVAC, roofing, or framing that poses a hazard to the
2 Homeowners or to the Contractor, or to AGENCY personnel on the jobsite; Agency reserves
3 the right to modify the statement of work to correct the problem with any or all of the funds
4 allocated to the project.

5 12) Agency will attempt to resolve all concerns regarding workmanship and the timely completion
6 of the work to the satisfaction of the homeowner if reasonably possible. It is anticipated that
7 the CONTRACTOR will assign warranties related to the project to the homeowner once the
8 project is completed and signed off.

9 13) At the completion of the construction the Contractor will supply Agency with an invoice for
10 work completed and a Release of Lien for the job as well.

11 14) For final payment, Agency will require a final site visit and inspection of project.

12 15) For Final payment, Agency will require a copy of a fully signed off building permit if
13 applicable.

14 16) Agency will require thirty (30) days to deliver payment to the Contractor after all work has
15 been inspected by Agency representative. Agency staff will conduct final inspection no more
16 than five (5) business days after receipt of invoice.

17 17) Agency requires that Contractor and/or his or her sub-contractors deliver all warranties,
18 expressed and/or implied, to homeowner prior to final payment. Copies of warranty paperwork
19 must also be submitted to Agency with final invoice.

20 18) Failure to comply with any of the above Practices and Standards and/or poor workmanship
21 may result in removal of the contractor from Agency's Contractor list, and possible retention
22 of any unpaid balances, and/or recovery of any funds necessary for Agency to complete the
23 project correctly.

24 19) If the Contractor has commenced the work and has not appeared at work for more than 3
25 working days, AGENCY reserves the right to instruct the Contractor to start and complete the

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project within a specific time frame. If the Contractor fails to appear and complete the job within the specific time frame, Agency reserves the right to hire another Contractor to complete the balance of the job. Agency will then back-charge the 1st Contractor and require him/her to pay the 2nd contractor, or Agency will pay the balance of the funds allocated to the job to the 2nd Contractor to complete the work in full.

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EXHIBIT C

POLICY MANUAL I.D. #A-11

Community Development Block Grant

Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODED

RIVERSIDE COUNTY

ECONOMIC DEVELOPMENT AGENCY

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations (24 CFR Part 85). These Regulations, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" require that grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.

- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
- i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of Section 4, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.