

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

920



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**

June 2, 2011

**SUBJECT:** Pre-qualified Contractors List for all Redevelopment Agency Home Repair Programs

**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 Agency 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  
Executive Director

<b>FINANCIAL DATA</b>	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

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

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

**County Executive Office Signature**   
Jennifer L. Sargent

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

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

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley

**Nays:** None

**Absent:** None

**Date:** June 14, 2011

**xc:** RDA, EDA

Kecia Harper-Ihem

Clerk of the Board

By:   
Deputy

(Comp. Item 3.20)

**Prev. Agn. Ref.:** N/A

**District:** All

**Agenda Number:**

4.3

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: ANITA C. WILLIS 5-26-11 DATE: 5-26-11

Dep't Recomm.: ☐ Consent ☒ Policy ☒  
Per Exec. Ofc.: ☐ Consent ☒ Policy ☒

## **BACKGROUND:**

RDA operates the Home Rehabilitation Program (HRP), and Senior Home Repair (SHR) program. 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 April 11, 2011, RDA published a Request for Qualification (RFQ) From General Contractors for all RDA home repair programs. The deadline for the RFQ was May 11, 2011. 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 23 contractors responded to the RFQ, and based on the submittals, RDA has qualified 23 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 20101(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.

## **FINANCIAL DATA:**

All associated costs will be fully funded through Redevelopment Low-and Moderate-Income Housing Funds.

## **ATTACHMENTS:**

Attachment "A": Pre-Qualified Contractors List  
Attachment "B": Contractor Participation Agreement

RF:LB:ER:TF:YS: aj 10826  
S:\Housing\HomeRehabProgram\HRP-SHR-NSHP.Combo.RFQ.yoli.2011-2012\HRP-SHR-NSHP.Form-11.Yoli\RDA-001a-F11.draft.HRP-SHR-NSHP.yoli.2011.doc

## **ATTACHMENT "A"**

### **PRE-QUALIFIED CONTRACTORS LIST (FY 2011-2012)**

#### **Approved General Contractors for All Home Repair Programs: HRP and SHR**

1. A P S C Companies Inc DBA: Cook Construction Services, Riverside CA
2. Belmont Builders, Costa Mesa CA
3. Bonelli Construction Inc DBA: Inland Pacific Contractors, Riverside CA
4. Burkhardt Construction, Riverside CA
5. Burrow Construction, Blythe CA
6. Center Limber And Hardware Co, Thousand Palms CA
7. Christopher Construction, Cherry Valley CA
8. D L D Construction, Joshua Tree CA
9. Ferrari Enterprises Inc, Norco CA
10. High Tech Floors DBA: High Tech Renovations, Torrance CA
11. Hi - Mark Construction inc, Riverside CA
12. JJC Project Management Group inc, Riverside CA
13. K & S Construction Services Inc, Perris CA
14. Merriman's Incorporated, Calimesa CA
15. M H Construction, Cathedral City CA
16. Pacific MH Construction Inc, Corona CA
17. Palmaris Construction Inc, Mira Loma CA
18. Plyco Corp, Mira Loma CA
19. Precise Home Solutions & Construction Inc, Riverside CA
20. Raincross Construction Inc, Riverside CA
21. Ron Brehm Construction Inc, Fallbrook CA
22. T R Conrad Construction Inc, Riverside, CA
23. Vizion's West Inc, Winchester CA

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**ATTACHMENT "B"**

**CONTRACTOR PARTICIPATION AGREEMENT**

**FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
HOME REHABILITATION PROGRAM, AND SENIOR HOME REPAIR**

This Contractor Participation Agreement (hereinafter referred to as "AGREEMENT") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2011 by and between the Redevelopment Agency for the County of Riverside (hereinafter referred to as "AGENCY") and <Contractor> (hereinafter referred to as "CONTRACTOR"), for the purpose of providing construction services in conjunction with funds provided through the Home Rehabilitation Program, and Senior Home Repair program (hereinafter referred to as "PROGRAMS") administered by AGENCY.

**RECITALS**

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

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

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

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

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

1       **WHEREAS**, home rehabilitation of single-family homes located in AGENCY's redevelopment  
2 project areas within a city is an eligible use of Low- and Moderate-Income Housing Set-Aside Funds;  
3 and

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

5       **WHEREAS**, AGENCY published a Request for Qualification (RFQ) from General  
6 Contractors for the Home Rehabilitation Program (HRP), and Senior Home Repair (SHR) programs on  
7 April 11, 2011; and

8       **WHEREAS**, CONTRACTOR responded to the RFQ, was evaluated and met all the  
9 requirements; and

10       **WHEREAS**, CONTRACTOR wishes to participate and receive invitations to bid on projects  
11 within the PROGRAMS

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

13   I. PURPOSE OF AGREEMENT

14       A. This AGREEMENT is entered into by and between AGENCY and CONTRACTOR for the  
15 purpose of allowing the AGENCY to establish and maintain a continuing contractor  
16 participation list.

17       B. AGENCY will use such contractor participation list to solicit bids for continuing projects.

18       C. The contractor participation list will be valid for one (1) year from date of approval per  
19 California Public Contract Code Section 20101(c).

20   II. DESCRIPTION OF PROGRAMS

21       A. Home Rehabilitation and Senior Home Repair Programs

- 22           1. AGENCY administers two home rehabilitation programs for COUNTY residents. The  
23 Home Rehabilitation Program ("HRP") has a limit of \$20,000 for each residence and the  
24 Senior Home Repair program ("SHR") is limited to no more than \$6,000. Both programs  
25 are for very low and low- income persons who are in need of repairs to their homes. The

1 PROGRAMS coverage area includes all of unincorporated Riverside County and  
2 AGENCY's redevelopment project areas within cities participating in the PROGRAMS  
3 within the AGENCY.

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

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

8 **III. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

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

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

16 **IV. INSURANCE**

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

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

3 B. Commercial General Liability Insurance. Commercial General Liability insurance coverage,  
4 including but not limited to, premises liability, contractual liability, products and completed  
5 operations liability, personal and advertising injury, and cross liability coverage, covering claims  
6 which may arise from or out of CONTRACTOR's performance of its obligations hereunder.  
7 Policy shall name the Redevelopment Agency for the County of Riverside, its Departments, their  
8 respective directors, officers, Board of Directors, employees, elected or appointed officials,  
9 agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than  
10 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
11 limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the  
12 occurrence limit.

13 C. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the  
14 obligations under this AGREEMENT, then CONTRACTOR shall maintain liability insurance  
15 for all owned, non-owned or hired vehicles so used in an amount not less than \$500,000 per  
16 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall  
17 apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.  
18 Policy shall name the Redevelopment Agency for the County of Riverside, Departments, their  
19 respective directors, officers, Board of Directors, employees, elected or appointed officials,  
20 agents or representatives as Additional Insured or provide similar evidence of coverage  
21 approved by the AGENCY's Risk Manager.

22 D. General Insurance Provisions - All lines.

- 23 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
24 of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such  
25 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for  
2 that specific insurer and only for one policy term.

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

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

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



1 operations until the AGENCY has been furnished Certificate(s) of Insurance and copies of  
2 endorsements and if requested, copies of policies of insurance including all endorsements  
3 and any and all other attachments as required in this Section. An individual authorized by  
4 the insurance carrier to do so, on its behalf shall sign the original endorsements for each  
5 policy and the Certificate of Insurance.

- 6 4. It is understood and agreed by the parties hereto and the CONTRACTOR's insurance shall  
7 be construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or  
8 self-insured retentions or self-insured programs shall not be construed as contributory.
- 9 5. If, during the term of this AGREEMENT or any extension thereof, there is a material  
10 change in the scope of services; or, there is a material change in the equipment to be used in  
11 the performance of the scope of work, which will add additional exposures (such as the use  
12 of aircraft, watercraft, cranes, etc.); or, the term of this AGREEMENT, including any  
13 extensions thereof exceeds (5) years, the AGENCY reserves the right to adjust the types of  
14 insurance required under this AGREEMENT and the monetary limits' of liability for the  
15 insurance coverage's currently required herein, if, in the AGENCY Risk Manager's  
16 reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has  
17 become inadequate.
- 18 6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of  
19 subcontractors working under this AGREEMENT.
- 20 7. The insurance requirements contained in this AGREEMENT may be met with a program(s)  
21 of self-insurance acceptable to the AGENCY.
- 22 8. CONTRACTOR agrees to notify AGENCY of any claim by a third party or any incident or  
23 event that may give rise to a claim arising from the performance of this AGREEMENT.

24 V. HOLD HARMLESS AND INDEMNIFICATION

25

- 1 A. CONTRACTOR shall indemnify and hold harmless the AGENCY, its Departments, their  
2 respective directors, officers, Board of Directors, elected and appointed officials, employees,  
3 agents and representatives from any liability whatsoever, based or asserted upon any services of  
4 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out  
5 of their performance under this AGREEMENT, including but not limited to property damage,  
6 bodily injury, or death or any other element of any kind or nature whatsoever arising from the  
7 performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or  
8 representatives under this AGREEMENT. CONTRACTOR shall defend, at its sole expense, all  
9 costs and fees including, but not limited to attorney fees, cost of investigation, defense and  
10 settlements or awards, the AGENCY, its Departments, their respective directors, officers, Board  
11 of Directors, elected and appointed officials, employees, agents and representatives in any claim  
12 or action based upon such alleged acts or omissions.
- 13 B. With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
14 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and  
15 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
16 consent of AGENCY; provided, however, that any such adjustment, settlement or compromise  
17 in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to  
18 AGENCY as set forth herein.
- 19 C. CONTRACTOR's obligation to hereunder shall be satisfied when CONTRACTOR has  
20 provided to AGENCY the appropriate form of dismissal relieving AGENCY from any liability  
21 for the action or claim involved
- 22 D. The specified insurance limits required in this AGREEMENT shall in no way limit or  
23 circumscribe CONTRACTOR'S obligation to indemnify and hold harmless the AGENCY  
24 herein from third party claims.  
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- 1 E. In the event there is conflict between this clause and California Civil Code Section 2782, this  
2 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve  
3 the CONTRACTOR from indemnifying the AGENCY to the fullest extent allowed by law.

4 VI. REQUIREMENTS FOR COMPETITIVE BID

- 5 A. In the administration of the PROGRAMS, AGENCY will solicit bids from the approved Pre-  
6 Qualified Contractors List.
- 7 B. AGENCY will review each bid and select the bid which is the most responsive, qualified and  
8 lowest cost of all bids submitted for each solicitation.
- 9 C. Execution of this AGREEMENT does not guarantee any amount of work or any number of bid  
10 solicitations.

11 VII. DUTY TO COOPERATE

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

15 VIII. STANDARD OF PERFORMANCE

- 16 A. CONTRACTOR agrees to complete all work in a manner consistent with high industry  
17 standards for construction in the State of California.
- 18 B. CONTRACTOR agrees to provide a minimum of one (1) year warranty and guarantee for all  
19 labor and a minimum manufacturer's warranty and guarantee for all material installed, which  
20 will be assigned to the homeowner at the time the repair work is completed and accepted by  
21 AGENCY and the homeowner. In the case of roofing jobs – a minimum of three (3) years to be  
22 warranted for labor and materials. CONTRACTOR will supply the homeowner a copy of the  
23 signed off job card, materials guarantee, and installer's warranty for any shingled roof  
24 installation.
- 25 C. CONTRACTOR agrees to diligently pursue completion of all work identified within the work

1 order. CONTRACTOR further agrees to provide with a notice of completion, additionally  
2 including a full and complete copy of the fully approved and signed project job card identifying  
3 final inspection and approval by the local jurisdiction, within five (5) days of completion.

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

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

9 **IX. SCOPE OF PROJECTS**

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

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

14 **X. CHANGE ORDERS**

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

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

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

23 D. CONTRACTOR agrees not to incur any expenses for work described in the change order  
24 request prior to written approval by AGENCY.  
25

- 1 E. AGENCY will not be obligated to pay or reimburse any costs incurred by CONTRACTOR for  
2 work within change order request prior to written approval by AGENCY.
- 3 F. Under no circumstances shall the total change order request exceed TEN PERCENT (10%) of  
4 the total bid amount.

5 **XI. PROJECT COMMENCEMENT**

- 6 A. AGENCY and CONTRACTOR will attend a pre-construction conference, if applicable, with  
7 the homeowner prior to authorization of any work order.
- 8 B. CONTRACTOR will not initiate any construction nor incur any costs or expenses related to the  
9 AGENCY work order until such time that CONTRACTOR receives from AGENCY a written  
10 notice to proceed.
- 11 C. CONTRACTOR shall be required to commence work within ten (10) calendar days after  
12 receipt of Notice to Proceed letter issued by AGENCY.
- 13 D. All construction work on a Senior Home Repair shall be completed within forty (40) calendar  
14 days after the issuance of a Notice to Proceed letter.
- 15 E. All construction work on Home Rehabilitation Programs shall be completed within sixty (60)  
16 calendar days after the issuance of the Notice to Proceed letter.

17 **XII. METHOD OF PAYMENT FOR SERVICES**

- 18 A. CONTRACTOR agrees to submit an invoice to AGENCY requesting payment for work  
19 completed. AGENCY will not consider any invoice or request for payment in advance of any  
20 work to be completed.
- 21 B. CONTRACTOR agrees to submit to AGENCY all conditional and unconditional lien releases,  
22 if applicable.
- 23 C. AGENCY will inspect the completed work billed for within the CONTRACTOR's submitted  
24 invoice and, if AGENCY receives the above mentioned lien releases and work is completed to  
25 the satisfaction of the homeowner and AGENCY and in a manner consistent with building

code, as evidenced by signature on the project job card, deliver payment within thirty (30) calendar days of the invoice date, subject to the provisions identified below.

D. One (1) progress payment may be allowed for Home Rehabilitation Program projects only. The project must be at least fifty (50) percent completed in order to request a progress payment for Home Rehabilitation Program.

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

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

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

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

### XIII. DEFAULTS, REMEDIES AND TERMINATION

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

1. Failure of CONTRACTOR to perform or observe any material provisions or conditions of this AGREEMENT;
2. Failure of CONTRACTOR to diligently pursue completion of the project scope;
3. Failure of CONTRACTOR to complete all work in a manner consistent with high industry standards for the construction field in the State of California; or

4. Failure of CONTRACTOR to validly provide and respond to the warranties and guarantees required within this AGREEMENT;

B. Notice of Right to Cure

1. Prior to pursuing any remedy for an alleged default of CONTRACTOR, AGENCY will provide notice of default to CONTRACTOR. Each notice of default shall specify the alleged event of default and the intended remedy. CONTRACTOR shall have three (3) calendar days to cure the alleged default.
2. CONTRACTOR shall have twenty-four (24) hours to cure the alleged default if such default constitutes an immediate health and safety hazard.

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

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

D. Termination

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

XIV. COMPLIANCE WITH PROGRAMS FUND SOURCE REQUIREMENTS

- A. Applicable Regulations. CONTRACTOR acknowledges that the PROGRAMS shall be funded with Low- and Moderate-Income Housing Set-Aside Funds, which serve to increase and improve the community's supply of affordable housing for person and families of low and

1 moderate income. By executing this AGREEMENT, the CONTRACTOR agrees to comply  
2 with all federal, state and local laws, regulations and ordinances. In particular, CONTRACTOR  
3 shall comply with the following as they may be applicable:

- 4 1. California Community Redevelopment Law, commencing with Health and Safety Code  
5 Section 33000 et seq.;
- 6 2. To the greatest extent feasible, opportunities for training and employment arising from  
7 PROGRAMS funds will be provided to low-income persons residing in the PROGRAMS  
8 service area;
- 9 3. To the greatest extent feasible, contracts for work to be performed in connection with  
10 PROGRAMS funds will be awarded to business concerns that are located in or owned by  
11 persons residing in the COUNTY.
- 12 4. The design, construction and operation of the improvements in conformity with all  
13 applicable laws, including all applicable state labor standards (including without limitation  
14 provisions for payment of prevailing wages in connection with all construction of the  
15 improvements);
- 16 5. The COUNTY zoning and development standards, building, plumbing, mechanical and  
17 electrical codes and all other provisions of the COUNTY ordinances;
- 18 6. Fair Housing Act, 42 U.S.C. Section 3601, et seq. (and 24 C.F.R. Part 100),;
- 19 7. Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq.;
- 20 8. Government Code Section 4450, et seq.;
- 21 9. Government Code Section 11135, et seq.;
- 22 10. The Civil Rights Act, Civil Code Section 51, et seq.;
- 23 11. The California Building Standards Codes;
- 24 12. Health and Safety Code Section 18900, et seq.;
- 25 13. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended;



1 B. Prohibition Against Discrimination.

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

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

12 XVI. EMPLOYMENT OPPORTUNTIES TO BE CAUSED BY PROJECTS. CONTRACTOR agrees  
13 to, and will require any lessee or assignee to notify the County of Riverside Workforce  
14 Development Center/WIA and Cal WORKS/GAIN with the Department of Public Social  
15 Services of any and all job openings that are caused by this project.

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

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

22 XIX. NOTICES. All notices, request, demands and other communication required or desired to be  
23 served by either party upon the other shall be addressed to the respective parties as set forth  
24 below or such other addresses as from time to time shall be designated by the respective parties  
25 and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or

express delivery service with a receipt showing the date of delivery.

AGENCY

CONTRACTOR

Redevelopment Agency

For the County of Riverside

Attention: Emilio Ramirez

3403 10<sup>th</sup> Street, Suite 500

Riverside, CA 92501

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

XXI. DISPUTES

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

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

XXII. ENTIRE AGREEMENT. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists

1 between the parties at the time of execution.

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

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

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

12 (END OF AGREEMENT)

13 (SIGNATURES ON NEXT PAGE)

14 //

15 //

16 //

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

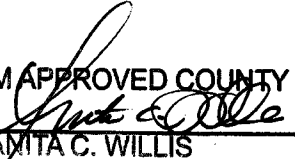
(Insert Contractor Name)

6  
7 By:   
8 Emilio Ramirez  
Assistant Director

By: \_\_\_\_\_  
(Name, Title)

9  
10 APPROVED AS TO FORM:  
11 PAMELA J. WALLS, Agency Counsel

12  
13 By: \_\_\_\_\_  
14 Anita C. Willis, Deputy

15  
16  
17 FORM APPROVED COUNTY COUNSEL  
18 BY:  5-26-11  
AMITA C. WILLIS DATE  
19 Template Agreement Agreement  
20  
21  
22  
23  
24  
25

**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

Insurance Information (Insurance Company Name and Amount of Coverage)

Worker's Compensation

Surety Bond

General Liability

Vehicle Liability

## **EXHIBIT B**

### **HOME REHABILITATION PROGRAM, AND SENIOR HOME REPAIR, CONTRACTOR PRACTICES STANDARDS**

- 1) Contractors will have a maximum of fourteen (14) working days to submit proposal/bids to Agency after invitation to bid is posted. All bid deadlines will be set by Agency staff and will be indicated on invitation to bid paperwork. Under no circumstances will proposal/bids be accepted after indicated bid deadline. Agency has three approved methods of proposal/bid submittal, U.S. Postal service, public carriers: UPS, FED-EX, DHL, etc. or hand delivery. Agency's preferred method of document submittal is hand delivery.
- 2) Before commencing on any project Contractor must receive, from Agency, a Purchase Order, signed by Homeowner and Agency, identifying the cost and scope of work, and must receive from Agency a written Notice to Proceed.
- 3) Contractor will be responsible for applying for and acquiring all necessary permits from the County of Riverside, special district, or the municipal jurisdiction whichever has land use authority, for work requiring permits, and Contractor must deliver to Agency copies of all signed off permits.
- 4) Contractor, within the contracted amount, will be responsible for the cost of all permits and fees.
- 5) Contractor, within the contracted amount, will be responsible for all requirements of construction as delineated in the Purchase Order, Scope of Work, and Contractor's Bid Proposal.
- 6) The Homeowner has the right, and should be encouraged by the Contractor, to inspect all materials to be used or installed prior to installation.
- 7) All construction shall meet industry standards for workmanship and materials as determined by Agency, and all work must be completed according to applicable building code and permit requirements established for this project by the County of Riverside, special district, or the municipal jurisdiction, whichever has land use authority. Homeowners' association requirements may also exist that could affect the scope of work or work product.

- 8) Agency will not be responsible for payment for any work, material or equipment that is not delineated on the Purchase Order, Scope of Work, Contractor's Bid Proposal, or contractual agreement signed by the Contractor and Agency. Any additional work, or changes in the work agreed to by the Contractor and the Homeowner, without the approval of Agency, will have been done solely at the Contractor's expense.
- 9) Agency will require a written request for Change Order from the Contractor for any additional cost or work to be done. Change Orders will be submitted to Agency and if accepted, will require written approval from homeowner. Any work done prior to the submittal and approval of the Change Order by Agency will be considered outside the scope of the project and will be the total financial responsibility of the Contractor. The Contractor cannot proceed with the additional work without written approval of the change order from the Agency.
- 10) Agency shall cause homeowner to make every effort to provide the Contractor with access to the work areas during normal business hours from Monday through Friday. Work on the weekends and holidays are permitted if it is agreed to by both parties. Inability of the Contractor to access the property can be cause for cancellation of the project by Agency. Contractor must provide Homeowner with reasonable prior notice as to when access will be required. All livestock on the property will be controlled and managed by the Homeowner so that the Contractor and/or his workers and/or his sub-contractors will not be endangered or injured by the livestock.
- 11) If Agency or the Contractor discovers, during the course of the construction, any anomalous, condition, code violation, or any damage to the structural integrity, or any of the building systems: electrical, plumbing, HVAC, roofing, or framing that poses a hazard to the Homeowners or to the Contractor, or to AGENCY personnel on the jobsite; Agency reserves the right to modify the statement of work to correct the problem with any or all of the funds allocated to the project.
- 12) Agency will attempt to resolve all concerns regarding workmanship and the timely completion of the work to the satisfaction of the homeowner if reasonably possible. It is anticipated that the CONTRACTOR will assign warranties related to the project to the homeowner once the project is

completed and signed off.

- 13) At the completion of the construction the Contractor will supply Agency with an invoice for work completed and a Conditional Waiver and Release for the job as well.
- 14) For final payment, Agency will require a final site visit and inspection of project.
- 15) For Final payment, Agency will require a copy of a fully signed off building permit if applicable.
- 16) Agency will require thirty (30) days to deliver payment to the Contractor after all work has been inspected by Agency representative. Agency staff will conduct final inspection no more than five (5) business days after receipt of invoice.
- 17) Agency requires that Contractor and/or his or her sub-contractors deliver all warranties, expressed and/or implied, to homeowner prior to final payment. Copies of warranty paperwork must also be submitted to Agency with final invoice.
- 18) Failure to comply with any of the above Practices and Standards and/or poor workmanship may result in removal of the contractor from Agency's Contractor list, and possible retention of any unpaid balances, and/or recovery of any funds necessary for Agency to complete the project correctly.
- 19) If the Contractor has commenced the work and has not appeared at work for more than 3 working days, AGENCY reserves the right to instruct the Contractor to start and complete the 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 1<sup>st</sup> Contractor and requires him/her to pay the 2<sup>nd</sup> contractor, or Agency will pay the balance of the funds allocated to the job to the 2<sup>nd</sup> Contractor to complete the work in full.