

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



FROM: Housing Authority

SUBMITTAL DATE:

May 22, 2013

SUBJECT: Cabinet and Flooring Improvement Project at Idyllwild Place

RECOMMENDED MOTION: The Board of Commissioners:

1. Accept and award the construction contract to the lowest responsive and responsible bidder, Coppertop Enterprises, Inc., in the amount of \$155,288 for cabinet and flooring improvements at Idyllwild Place;
2. Authorize the Chairman of the Board of Commissioners to sign the contract documents on behalf of the Housing Authority of the County of Riverside (HACR);

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 170,816	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Department of Housing and Urban Development (HUD),
Capital Fund Program

Positions To Be
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer Sargent

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: June 4, 2013

xc: Housing Authority, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

300 MAY 28 PM 5:21

13 MAY 31 PM 3:01

OFFICE OF THE CLERK OF THE BOARD
COUNTY OF RIVERSIDE, CALIFORNIA

OFFICE OF THE CLERK OF THE BOARD
COUNTY OF RIVERSIDE, CALIFORNIA

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

10-2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$170,816; and
4. Authorize the Executive Director, or designee, to administer the contract.

BACKGROUND:

The Housing Authority of the County of Riverside (HACR) advertised an Invitation for Bids (IFB #2013-001)) for a cabinet and flooring improvement project located at Idyllwild Place, a public housing development site. The existing cabinets and flooring is worn and outdated due to extensive use and age. Additionally, the improvement project is consistent with the HACR's modernization plan of public housing developments. The improvement project encompasses the 14-unit complex located at 475 and 479 Idyllwild Drive, San Jacinto, CA 92583.

The Invitation for Bids (IFB) had a closing date of April 15, 2013. The Housing Authority received and opened two bids. Coppertop Enterprises, Inc. was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid documents and determined that Coppertop Enterprises, Inc. was the lowest responsive and responsible bidder.

HACR staff recommends that the Board of Commissioners approve and award the construction contract between the HACR and Coppertop Enterprises, Inc. in the amount of \$155,288 and approve the construction project budget as follows:

Construction Contract	\$155,288
Contingency (10%)	\$15,528
Total:	\$170,816

County Counsel has reviewed and approved as to form the attached contract.

FINANCIAL DATA:

The funding source for this activity is from the Housing & Urban Development (HUD) Capital Fund Program and does not involve the use of County General Funds.

Attachments:

1. Performance Bond
2. Payment Bond
3. Certificate of Insurance
4. Construction Contract

1 **CONSTRUCTION CONTRACT BY AND BETWEEN**
2 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **AND COPPERTOP ENTERPRISES, INC.**

4 **FOR THE CABINET AND FLOORING IMPROVEMENT PROJECT AT IDYLLWILD PLACE**
5

6 This CONTRACT is made by and between the Housing Authority of the County of Riverside, a body
7 corporate and politic, hereinafter referred to as "AUTHORITY", and **Coppertop Enterprises, Inc.**,
8 hereinafter referred to as "CONTRACTOR."

9 **RECITALS**

- 10 A. The AUTHORITY is the owner of a certain real property located in the County of
11 Riverside, commonly known as Idyllwild Place located at **475 and 479 Idyllwild Drive,**
12 **San Jacinto, CA 92583**, hereinafter referred to as "PROPERTY;"
- 13 B. The term "PROJECT" includes performance, as set forth in the Contract Documents, by
14 the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- 15 C. AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and
16 conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on
17 the terms and conditions set forth below.

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

20 **ARTICLE I**

21 **THE CONSTRUCTION CONTRACT**

22 1.1 The Contract Documents means and includes, without limitation, all of the following which are
23 incorporated herein by this reference and are made a part of this CONTRACT as if fully set forth herein.
24 The Contract Documents consist of the following component parts:

- 25 1. Invitation for Bids (IFB) # 2013-001.
- 26 2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369
27 (10/2002)
- 28

JUN 04 2013 10-2

3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
4. Bid Proposal, including:
 - a. Form of Bid.
 - b. Non-Collusive Affidavit
 - c. Designation of Subcontractors
5. Payment and Performance Bonds
6. Davis-Bacon Prevailing Wage Decision No. CA130028 Modification No. 4 3/29/13 CA 28
7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370 (11/2006)
8. Special Conditions
9. Drawings and photographs
10. Specifications
11. Addenda

ARTICLE 2

STATEMENT OF PROJECT WORK

2.1 Scope of Services

CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all Work for the PROJECT identified as the **Cabinet and Flooring Improvement Project at Idyllwild Place as described in Exhibit "A"**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

2.1.1. The full scope of Work is described in the Contract Documents and more specifically in the approved plans and specifications.

2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda thereto and the drawings included therein, all as prepared by the AUTHORITY.

2.2 Site Conditions

Data provided in the specifications and drawings are believed to depict the conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or

complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement 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 **forty-five (45) 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 PROJCT 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 and 00/100 Dollars (\$300.00)** 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

1 be assessed on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
2 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
3 due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

4 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting
5 damage will consist of liquidated damages until such reasonable time as may be required for final
6 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in
7 completing the PROJECT.

8 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
9 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

10 ARTICLE 4

11 CONTRACT SUM

12 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
13 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **One**
14 **Hundred Fifty Five Thousand Two Hundred Eighty Eight and 00/100 (\$155,288).**

15 The CONTRACTOR exceeds the contract sum amount at his/her own risk. The Contractor is
16 under no obligation to provide additional services that would cause the CONTRACTOR's fees to exceed
17 the contract sum without prior revision of this amount by written change order.

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

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

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

6 **ARTICLE 5**

7 **PROGRESS PAYMENTS**

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

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

17 **ARTICLE 6**

18 **INDEMNIFICATION AND HOLD HARMLESS**

19 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
20 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
21 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
22 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
23 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
24 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
25 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
26 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
27 awards, on behalf of the Indemnitees, in any claim or action based upon such services.
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6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits 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

1 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
2 subrogation in favor of the AUTHORITY.

3 7.1.2 Commercial General Liability:

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

11 7.1.3 Vehicle Liability:

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

17 7.1.4 General Insurance Provisions - All lines:

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

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

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

16 **ARTICLE 8**

17 **PROJECT CLOSEOUT**

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

24 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
25 AUTHORITY has received the following:

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

3. The waiver and release of all liens, claims of liens, or stop notice rights of the 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) 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 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

1 for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the
2 California Labor Code, and that s/he/it will comply with such provisions before commencing the
3 performance of the Work.

4 9.1.8 Government Standards.

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

12 **ARTICLE 10**

13 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

14 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
15 makes the following assurances, where applicable:

16 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
17 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

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

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

5 10.1.4 Age Discrimination Act of 1975.

6 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

7 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
8 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

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

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

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

23 **ARTICLE 11**

24 **HUD SECTION 3 REQUIREMENTS**

25 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
26 included as a part of this CONTRACT.
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1 11.1.1 The work to be performed under this CONTRACT is subject to the requirements of section
2 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The
3 purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD
4 assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed
5 to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

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

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

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

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

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

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

ARTICLE 12

BREACH AND TERMINATION

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

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

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

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

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

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

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

17 **ARTICLE 13**

18 **MISCELLANEOUS PROVISIONS**

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

23 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
24 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
25 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
26 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
27
28

1 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
2 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

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

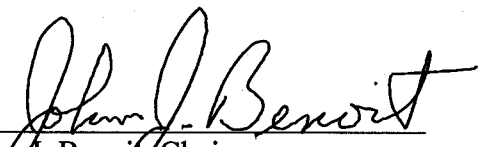
9 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
10 General Conditions shall prevail. In the event of a conflict between the contract and any applicable state
11 or local law or regulation, the state or local law or regulation shall prevail; provided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

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

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Construction Contract this 4th day of JUNE, 2013.

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

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

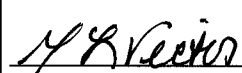
6 
7
8 John J. Benoit, Chairman
Board of Commissioners

9 
By: Deborah Williams
Its: President
License # 838125

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

13 
14 Deputy

15
16 **Approved As To Form:**
Pamela J. Walls
17 County Counsel

18
19  5/7/13
20 Marsha Victor, Deputy County Counsel

1 **Exhibit "A"**

2 **2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S)**

3
4 **2.1 PUBLIC HOUSING DEVELOPMENT SITE LOCATION:**

5

6

Item # Public Housing Developments - Site Addresses	
1	Idyllwild Place 475 & 479 Idyllwild Drive San Jacinto, CA 92583

7
8
9
10
11

12 **2.11** The project is located in the City of San Jacinto.

13 **2.2 Construction Drawings/Plans:** Each bid shall be in accordance with the plans, specifications
14 and other Contract Documents. The documents can be purchased and downloaded at
15 www.missionreproplanroom.com or by calling Mission Reprographics at (951) 686-8828. There will be a
16 non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged
17 the full cost of shipping. Please make checks payable to Mission Reprographics, not the HACR.

18 **2.3 Unit Information:**

19 All handicap units to meet current ADA Requirements of all phases of work.

20 Bldg. 475 (townhouse style)

21 475 – A 2 bdr./1 bath - 876 s.f. and 2 - story.

22 475 – B 2 bdr./1 bath - 876 s.f. and 2 - story

23 475 – C 2 bdr./1 bath - 840 s.f. and 1 - single story

24 475 – D 2 bdr./1 bath - 876 s.f. and 2 - story.

25 475 – E 2 bdr./1 bath - 876 s.f. and 2 - story.

26 475 – F 2 bdr./1 bath - 876 s.f. and 2 - story.

27 475 – G 2 bdr./1 bath - 876 s.f. and 2 - story.

28

- Remove and install 22 Ln. ft. of Kitchen Cabinets & Formica counter top
- Remove and install 4 Ln. ft. Bath Vanity Cabinets & Formica counter top
- Remove and install Hallway (Linen) Cabinet
- Remove 264 s.f. of VTC flooring and install ceramic tile and with a tile baseboard.
- 475 – C (only) Remove 297 s.f. of VTC flooring and install ceramic floor tile with a tile baseboard.

Bldg. 479 (townhouse style):

- 479 – A 2 bdr./1 bath - 876 s.f. and 2 - single story.
- 479 – B 2 bdr./1 bath - 876 s.f. and 2 - single story.
- 479 – C 2 bdr./1 bath - 840 s.f. - 1 – single story HANDICAP
- 479 – D 2 bdr./1 bath - 876 s.f. and 2- single story
- 479 – E 2 bdr./1 bath - 876 s.f. and 2- single story
- 479 – F 2 bdr./1 bath - 876 s.f. and 2- single story
- 479 – G 2 bdr./1 bath - 876 s.f. and 2- single story

- Remove and install 22 Ln. ft. of Kitchen Cabinets and Formica counter top
- Remove and install 4 Ln. ft. Bath Vanity Cabinets & Formica counter top
- Remove and install Hallway (Linen) Cabinet
- Remove 264 s.f. of VTC flooring and install ceramic tile and with tile baseboard.

479 C (1 Unit) – HANDICAP UNIT ONLY

- Remove and install 16 Ln. ft. of Kitchen Cabinets & Formica counter top
- Remove and install 4 Ln. ft. Bath Vanity Cabinets & Formica counter top
- Remove and install Hallway (Linen) Cabinet
- Remove 297 s.f. of VTC flooring and install ceramic floor tile with a tile base board in kitchen and dining area. Install approximately 195 s.f. of glue down carpet in remainder of unit. This is the only unit that will have new carpeting installed.

2.4 General Specifications of Work:

2.4.1 Remove all cabinets, bath vanities, counter tops, garbage disposals, sinks, faucet drain piping and wrapping (including p-trap), water supply lines, water angle stops, stoves, range and hoods, toilets, and VTC vinyl flooring and cove base.

2.4.2 Install all items listed in the above section with all new products. All appliances, fixtures, valves will be replaced by same manufacturer or equivalent. Submittals of all items will be submitted at preconstruction meeting.

2.4.3 New kitchen sink to be stainless steel two bowls (7" depth), 20 gauge, surface mount 3 holes for faucet.

2.4.4 Price Pfister two handle kitchen faucet (mfg. # 41430) (H/C # 41309 single lever) and bath vanity faucet (mfg. # 414019) (H/C 414331) or equal.

2.4.5 Bath vanity sink surface mount 17" x 20" Oval White China Lavatory 4" center.

2.4.6 Toilet to be ultra-low flow dual flush type.

2.4.7 Replace all sink supply and drain plumbing with new plumbing materials.

2.4.8 Replace existing Braun 30" hood vent (7" vent pipe), Hot Point 30" gas stove (electronic ignition), and 1/3 hp Badger garbage disposals.

2.4.9 Repair walls prime and paint complete kitchen and bath area prior to cabinet installation. HACR to provide paint.

2.4.10 Remove all VCT vinyl floor tile and cove base in kitchen, bathrooms, dining room and front entry/entrance door areas and replace with ceramic tile.

2.4.11 Prepare and repair (including floor leveling and cracks) all floors where necessary including all entrance doorways so floor tile clears bottom of the entire swing of the door. Also includes trimming bottom of door to clear but seal to threshold. Install new ceramic 12" gloss finish floor tile (middle grade) with minimum 1/4" grout lines.

2.4.12 Ceramic tiles and grout color to be submitted for HACR approval. Silicone seal all grout joints.

2.4.13 Bathroom floor tile will need to be set around toilet drain and toilet reinstalled on same day.

2.4.14 Install matching ceramic tile base board around perimeter of all newly installed floor tile.

1 2.4.15 Where tile meets carpet new carpet z-metal transition needs replace and carpet rolled over to meet
2 tile or some other pre-approved method.

3 2.4.16 Carpet Specs. Handicap Unit: Mohawk Defender 26 oz. Chestnut color # 852

4 2.4.17 Contractor to carefully remove and replace all furniture, refrigerator, and miscellaneous items as
5 necessary to properly remove and install new flooring.

6 2.4.18 Contractor will be responsible to identify and insure that all entrance doors will close and seal due
7 to the added thickness of ceramic tile at these locations. This may require grinding or filling uneven
8 concrete surfaces.

9 2.4.19 All work to be performed to all current codes, regulations, and construction practices.

10 2.4.20 Units will be occupied during construction. Construction planning and scheduling will be an
11 important factor.

12 2.4.21 To be considered, a potential bidder must have a **General Building Contractor "B"**, as required
13 under provisions of Public Contract Code Section 3300, and the California Business and Professions Code
14 Sections 7058 and 7059, for work covered in its bid when a bid is submitted. This includes a joint
15 venture formed to submit a bid.

16 2.4.22 Contractor to dispose of all discarded materials off-site daily. HACR refuse containers will not be
17 allowed to be used for disposal of contractors waste.

18 **2.5 Cabinet Specifications (please refer to the Crotone Kitchens Inc. MetroHUD specifications**
19 **and construction details) OR EQUIVALENT MANUFACTURING SPECIFICATIONS**

20 2.5.1 Face Frame: Kiln dried solid wood; Mortise and tenon, glued and power nailed; Rails $\frac{3}{4}$ "x1 $\frac{3}{4}$ ",
21 Styles $\frac{3}{4}$ "x1 $\frac{3}{4}$ ", Mullion $\frac{3}{4}$ "x3 $\frac{1}{2}$ ". Face frames may be birch /alder mixed.

22 2.5.2 End Panels: $\frac{1}{2}$ " phenolic hardwood plywood. Ends to be rabbeted to receive tops, bottoms and
23 shelves-glued and stapled into face frame.

24 2.5.3 Backs: $\frac{1}{4}$ " thick exterior hardwood plywood. Securely glued and stapled to ends.

25 2.5.4 Base Bottoms: $\frac{1}{2}$ " thick exterior hardwood plywood. Bottoms let into end panels and face frame.
26 Back of floor set on supporting member, glued and fastened.

27

28

2.5.5 Wall Top / Bottom: $\frac{1}{2}$ " phenolic hardwood plywood. Top/bottoms let into end panels and face frame, glued and fastened.

2.5.6 Installation Cleats: Wall cabinets have a $\frac{3}{4}$ "x3 $\frac{1}{2}$ " solid lumber running full length of cabinet at top and bottom. Base cabinets have a 7 $\frac{1}{2}$ " cleat at the top and 3 $\frac{1}{2}$ " cleat at the bottom.

2.5.7 Door and Drawer Faces

$\frac{3}{4}$ " thick, Phenolic hardwood with no more than one veneered joint on face. Overlay type with edges reversed (reverse bevel) to form a continuous finger pull on all sides. Edges filled and sanded prior to finishing.

2.5.8 Finish: Consisting of stain from standard color selection, sealer and two top coats UV Finish.

2.5.9 Shelving: $\frac{3}{4}$ " phenolic hardwood plywood with front edge. For wall and base cabinets shelves are let into dados of end panels.

2.5.10 Drawers: Drawer fronts are same material as doors. Sides, backs and fronts are $\frac{3}{4}$ " thick solid wood. Sides are mortised and tenoned into front and back. Drawer bottoms are $\frac{1}{4}$ " hardwood exterior plywood let into sides, front and back components.

2.5.11 Toe Kick: $\frac{3}{4}$ "x4 $\frac{1}{2}$ " pressure treated solid wood. Toe kick is inset 3 ". All ceiling cabinets to have crown molding, cabinet side scribe, and ($\frac{3}{4}$ " base shoe on toe kick).

2.5.12 Hardware: Hinges: barrel antique brass fin, standard heavy duty semi-concealed, $\frac{1}{2}$ "overlay, wrap around, self-closing. Drawer slides are galvanized metal ball-bearing, mounted on the side rails with metal rear mount brackets having a minimum of 75 pound load capacity. Bumper pads are white foam (or brown felt).

2.5.13 Door model: grooved solid panel birch door.

2.5.14 Counter tops to be Formica composite with bull nosed edge, back splash, and end caps all locations.

2.5.15 Bath vanity cabinet to match kitchen style and materials.

2.5.16 In the handicap units, sink base cabinet box assembly must be removable if needed for wheel chair client access.

2.5.17 Contractor to verify all cabinet and flooring dimensions in all apartments.

1 **2.6 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications
2 or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of
3 the HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy
4 of such amendment will be mailed or delivered to each person or firm receiving a set of such documents.
5 The HACR will not be responsible for any other explanations or interpretations. Should anything in the
6 scope of the work or any of the sections of the specifications be of such nature as to be apt to cause
7 disputes between the various trades involved, such information shall be promptly called to the attention of
8 the HACR.