

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

443



FROM: Housing Authority

SUBMITTAL DATE:
August 8, 2013

SUBJECT: Standard Contract Form for Small Purchases Procedures

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve a standard service contract and a standard construction contract for use under the Small Purchase Procedures for the Housing Authority of the County of Riverside for purchases not to exceed \$5,000; and
2. Approve a standard service contract and a standard construction contract for small purchases not to exceed \$5,000 for the Housing Authority of the County of Riverside acting in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside; and

Continued)

Lisa Brandl for

Robert Field
Executive Director

By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 20, 2013

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

cc: WRC 13 Housing Authority

FORM APPROVED COUNTY COUNSEL
BY: *Marsha L. Victor*
MARSHA L. VICTOR
DATE: 7/24/13
Departmental Concurrence

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10-2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director or designee to sign all Standard Contract Forms for Small Purchases not to exceed \$5,000

BACKGROUND: On December 17, 1991, the Procurement Policy for the Housing Authority of the County of Riverside was approved by the Board of Commissioners in order to comply with the United States Department of Housing and Urban Development (HUD) procurement requirements set forth in 24 CFR 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federal agencies.

On January 26, 2010, the First Amendment to the HACR's Procurement Policy was approved to integrate the changes made in the Procurement Handbook for Public Housing Agencies (PHAs), HUD Handbook 7460.8, Rev 2 dated 2/2007. PHAs must follow the procurement policies and requirements established in the HUD Procurement Handbook. On April 12, 2011, the HACR submitted the Second Amendment to the Procurement Policy to increase its small purchase threshold from \$25,000 to \$50,000. This increase allowed the HACR to carry out its procurement activities more efficiently for projects under \$50,000.

The HACR Procurement Policy outlines various methods to procure goods and services. The Small Purchase Procedure method is a simplified method for acquiring supplies, materials, and services (including professional and construction) that do not exceed the HACR's Small Purchase threshold. These procedures are the simplest method of procurement and are used for the vast majority of HACR purchases. This method is for any amounts above the Petty Cash ceiling of \$50, but not exceeding \$50,000. Under Small Purchase Procedures, the HACR shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than \$2,000, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to the HACR. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file.

At this time, County Counsel reviews every contract and agreement no matter the procurement method utilized (small purchase procedure, sealed bid, or competitive proposals) for amounts exceeding \$2,000. The reason for this is to minimize legal and financial risk to the HACR. However, the HACR is requesting a standard contract be approved for Small Purchase Procedures not to exceed \$5,000. This will allow the HACR to implement and facilitate efficiencies in various HACR programs and save administrative costs.

All construction and service contracts in excess of \$5,000 shall be forwarded to County Counsel for review.

Therefore, the standard contract may be executed without further review by County Counsel. Only the Executive Director or Deputy Executive Director may sign a contract on behalf of the HACR pursuant to the HACR Bylaws. Signing contracts without such authority exposes the individual to personal liability and disciplinary action.

(Continued)

BACKGROUND: (Continued)

In summary, to facilitate implementation of HACR goals, increase program efficiency, and save administrative costs, the HACR is requesting the Board of Commissioners to delegate authority to the Executive Director or Deputy Executive Director to approve or execute standard construction and service contracts not to exceed \$5,000. The attached contract template has been reviewed and approved by County Counsel.

Attachments:

1. HA Construction Contract and Service Contract
2. HA as Housing Successor to former RDA Construction Contract and Service Contract

1 **(NAME OF SERVICE) SERVICE CONTRACT**

2 **BY AND BETWEEN**

3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

4 **AND (CONTRACTOR'S NAME)**

5 **To be used for amounts \$5,000 and under, approved by the BOC 8/20/2013**

6 This CONTRACT is made by and between the **Housing AUTHORITY of the County**
7 **of Riverside**, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and
8 **(CONTRACTOR'S NAME)**, hereinafter referred to as "CONTRACTOR."

9 **RECITALS**

10 **WHEREAS**, AUTHORITY is a Housing Authority duly created, established
11 and authorized to transact business and exercise its powers, all under and pursuant to the
12 provision of the Housing Authorities Law which is Part 2 of Division 24 of the California
13 Health and Safety Code commencing with Section 34200 et seq.;

14 **WHEREAS**, pursuant to the Health and Safety Code, AUTHORITY is
15 authorized to make and execute contracts and other instruments necessary or convenient to
16 exercise its powers;

17 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and
18 experience to perform the duties set out herein and agrees to provide such services to
19 AUTHORITY;

20 **NOW THEREFORE**, in consideration of the mutual covenants contained
21 herein, the parties hereto agree as follows:

22 1. **DESCRIPTION OF SERVICES**: CONTRACTOR shall furnish all labor,
23 material and equipment as outlined and specified in **Exhibit A**, attached hereto and by this
24 reference incorporated herein. CONTRACTOR will provide a (BRIEF DESCRIPTION OF
25 SERVICE) for (NAME OF PROJECT).

26 1.1. CONTRACTOR represents and maintains that it is skilled in the
27 professional calling necessary to perform all services, duties and obligations required by this
28 Contract to fully and adequately complete the project. CONTRACTOR shall perform the

1 services and duties in conformance to and consistent with the standards generally recognized as
2 being employed by professionals in the same discipline in the State of California.
3 CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses,
4 permits, qualifications and approvals of whatever nature are legally required to practice its
5 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals
6 in effect during the term of this Contract.

7 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from
8 the date of execution of this Contract and shall be completed within (CALENDAR DAYS TO
9 COMPLETE PROJECT).

10 3. COMPENSATION/PAYMENT:

11 3.1 The AUTHORITY will compensate CONTRACTOR for all services
12 rendered and costs incurred in accordance with the terms in Exhibit A. All employee wages
13 paid, associated with this Contract, are subject to U.S. Department of Labor Service Contract
14 Act Wage Determination No.: 20XX-XXXX, Revision No. XX, XX/XX/201X.

15 3.2 The Total amount of compensation paid to the CONTRACTOR under this
16 Contract shall not exceed the sum of (ACCEPTED TOTAL AMOUNT OF PROJECT),
17 unless a written amendment to this Contract is executed by both parties prior to performance of
18 additional services, subject to approval by the Board of Commissioners.

19 3.3 CONTRACTOR shall invoice the AUTHORITY once services are rendered
20 in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty
21 (30) working days from the date of receipt of the invoice. Authority shall not be liable for any
22 interest or late charges in the performance of this Contract.

23 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any
24 additional services or incur additional expense without first receiving the express written
25 consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

26 5. AMENDMENTS TO WORK PROGRAM: The Deputy Executive Director of
27 AUTHORITY is authorized to approve and execute changes to the Contract to the extent such
28 changes do not cause the total Contract to exceed \$75,000. Such changes shall be mutually

1 agreed upon by and between the Deputy Executive Director and CONTRACTOR and shall be
2 incorporated in written amendments to this CONTRACT.

3 6. INDEPENDENT CONSULTANT: AUTHORITY retains CONTRACTOR on an
4 independent contractor basis. CONTRACTOR is not, and shall not be considered to be in any
5 manner, an employee, agent or representative of the AUTHORITY. Personnel performing the
6 Services under this Contract on behalf of CONTRACTOR shall at all times be under
7 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,
8 salaries and other amounts due such personnel in connection with their performance of
9 service(s) and as required by law. CONTRACTOR shall be responsible for all reports and
10 obligations respecting such personnel, including but not limited to, social security taxes, income
11 tax withholdings, unemployment insurance, and workers' compensation insurance.

12 7. SERVICE-CONTRACT ACT: For all service contracts in excess of \$2,500,
13 whose principal purpose of which is to furnish services through the use of "service employees",
14 both parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.
15 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended
16 (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR
17 Parts 4, 6, 8, and 1925).

18 8. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless the
19 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and Departments,
20 their respective directors, officers, Board of Supervisors, elected and appointed officials,
21 employees, agents and representatives (individually and collectively hereinafter referred to as
22 Indemnitees) from any liability whatsoever, based or asserted upon any services of
23 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of
24 or in any way relating to this Contract, including but not limited to property damage, bodily
25 injury, or death, or any other element of any kind or nature whatsoever arising from the
26 performance of CONTRACTOR, its officers, employees, subcontractors, agents or
27 representatives from this Contract. CONTRACTOR shall defend at its sole expense, all costs
28 and fees including, but not limited to, attorney fees, cost of investigation, defense and

1 settlements or awards, the Indemnites in any claim or action based upon such alleged acts or
2 omissions.

3 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
4 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and
5 shall have the right to adjust, settle, or compromise any such action or claim without the prior
6 consent of AUTHORITY; provided, however, that any such adjustment, settlement or
7 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification
8 to Indemnites as set forth herein.

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

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

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

19 9. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation
20 to indemnify or hold the AUTHORITY harmless, CONTRACTOR shall procure and maintain
21 or cause to be maintained, at its sole cost and expense, the following insurance coverages during
22 the term of this Contract. As respects to the insurance section only, the AUTHORITY herein
23 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
24 their respective directors, officers, Board of Supervisors, employees, elected or appointed
25 officials, agents or representatives as Additional Insureds.

26 9.1 Workers' Compensation: If the CONTRACTOR has employees as defined
27 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
28 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

1 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
2 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
3 of the AUTHORITY.

4 9.2 Commercial General Liability: Commercial General Liability insurance
5 coverage, including but not limited to, premises liability, unmodified contractual liability,
6 products and completed operations liability, personal and advertising injury, employment
7 practices liability, and cross liability coverage, covering claims which may arise from or out of
8 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
9 AUTHORITY, 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 Contract or be no less than two (2) times the occurrence
12 limit.

13 9.3 Vehicle Liability: If vehicles or mobile equipment are used in the
14 performance of the obligations under this Contract, then CONTRACTOR shall maintain
15 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
16 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
17 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
18 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

19 9.4 Professional Liability: Contractor shall maintain Professional Liability
20 Insurance providing coverage for the Contractor's performance of work included within this
21 Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
22 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made
23 basis rather than an occurrence basis, such insurance shall continue through the term of this
24 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended
25 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new
26 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or
27 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained
28 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),

1 or 3) will continue as long as the law allows.

2 9.5 General Insurance Provisions - All lines:

- 3 a. Any insurance carrier providing insurance coverage hereunder shall be
4 admitted to the State of California and have an A M BEST rating of not less
5 than A: VIII (A:8) unless such requirements are waived, in writing, by the
6 County Risk Manager. If the County's Risk Manager waives a requirement
7 for a particular insurer such waiver is only valid for that specific insurer and
8 only for one policy term.
- 9 b. The CONTRACTOR must declare its insurance self-insured retention for
10 each coverage required herein. If any such self-insured retention exceed
11 \$500,000 per occurrence each such retention shall have the prior written
12 consent of the County Risk Manager before the commencement of operations
13 under this Contract. Upon notification of self-insured retention unacceptable
14 to the AUTHORITY, and at the election of the County's Risk Manager,
15 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-
16 insured retention as respects this Contract with the AUTHORITY, or 2)
17 procure a bond which guarantees payment of losses and related
18 investigations, claims administration, and defense costs and expenses.
- 19 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
20 furnish the AUTHORITY with either 1) a properly executed original
21 Certificate(s) of Insurance and certified original copies of Endorsements
22 effecting coverage as required herein, and 2) if requested to do so orally or in
23 writing by the County Risk Manager, provide original Certified copies of
24 policies including all Endorsements and all attachments thereto, showing
25 such insurance is in full force and effect. Further, said Certificate(s) and
26 policies of insurance shall contain the covenant of the insurance carrier(s)
27 that thirty (30) days written notice shall be given to the AUTHORITY prior
28 to any material modification, cancellation, expiration or reduction in

1 coverage of such insurance. In the event of a material modification,
2 cancellation, expiration, or reduction in coverage, this Contract shall
3 terminate forthwith, unless the AUTHORITY receives, prior to such
4 effective date, another properly executed original Certificate of Insurance and
5 original copies of endorsements or certified original policies, including all
6 endorsements and attachments thereto evidencing coverage's set forth herein
7 and the insurance required herein is in full force and effect. **CONTRACTOR**
8 ***shall not commence operations until the AUTHORITY has been furnished***
9 ***original Certificate (s) of Insurance and certified original copies of***
10 ***endorsements and if requested, certified original policies of insurance***
11 ***including all endorsements and any and all other attachments as required***
12 ***in this Section, showing that such insurance is in full force and effect. An***
13 ***individual authorized by the insurance carrier to do so on its behalf shall***
14 ***sign the original endorsements for each policy and the Certificate of***
15 ***Insurance.***

- 16 d. It is understood and agreed to by the parties hereto that the
17 CONTRACTOR's insurance shall be construed as primary insurance, and the
18 AUTHORITY's insurance and/or deductibles and/or self-insured retention's
19 or self-insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Contract or any extension thereof, there is a
21 material change in the scope of services; or, there is a material change in the
22 equipment to be used in the performance of the scope of work; or, the term of
23 this Contract, including any extensions thereof, exceeds five (5) years; the
24 AUTHORITY reserves the right to adjust the types of insurance and the
25 monetary limits of liability required under this Contract, if in the County
26 Risk Manager's reasonable judgment, the amount or type of insurance carried
27 by the CONTRACTOR has become inadequate.
- 28 f. CONTRACTOR shall pass down the insurance obligations contained herein

1 to all tiers of subcontractors working under this Contract.

2 g. The insurance requirements contained in this Contract may be met with a
3 program(s) of self-insurance acceptable to the AUTHORITY.

4 h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party
5 or any incident or event that may give rise to a claim arising from the
6 performance of this Contract.

7 10. GENERAL:

8 10.1 Any waiver by AUTHORITY of any breach of any one or more of the
9 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
10 of the same or of any other term of this Contract. Failure on the part of AUTHORITY to
11 require exact, full and complete compliance with any terms of this Agreement shall not be
12 construed as in any manner changing the terms or preventing AUTHORITY from enforcement
13 of the terms of this Contract.

14 10.2 In the event the CONTRACTOR receives payment under this Contract
15 which is later disallowed by AUTHORITY for nonconformance with the terms of the Contract,
16 the CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on
17 request; or at its option the AUTHORITY may offset the amount disallowed from any payment
18 due to the CONTRACTOR.

19 10.3 CONTRACTOR shall not provide partial delivery or shipment of
20 services or products unless specifically stated in the Contract.

21 10.4 CONTRACTOR shall not provide any services or products subject to any
22 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
23 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
24 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free
25 from all liens, claims or encumbrances.

26 10.5 The AUTHORITY agrees to cooperate with the CONTRACTOR in the
27 CONTRACTOR'S performance under this Contract, including, if stated in the Contract,
28 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY

1 data, information and personnel.

2 10.6 CONTRACTOR shall comply with all applicable Federal, State and local
3 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies
4 and procedures. In the event that there is a conflict between the various laws or regulations that
5 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

6 10.7 CONTRACTOR shall comply with all air pollution control, water
7 pollution, safety and health ordinances, statutes or regulations which apply to performance
8 under this Contract.

9 10.8 CONTRACTOR shall comply with all requirements of the Occupational
10 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
11 Department of Labor and the State of California (Cal/OSHA).

12 10.9 This Contract shall be governed by the laws of the State of California.
13 Any legal action related to the performance or interpretation of this Contract shall be filed only
14 in the Superior Court of the State of California located in Riverside, California, and the parties
15 waive any provision of law providing for a change of venue to another location.

16 11. TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,
17 terminate this Contract in whole or in part at any time. Such termination may be for
18 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and
19 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to
20 timely perform services pursuant to this Contract.

21 11.1 Discontinuance of Services. Upon receipt of written Notice of
22 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless
23 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,
24 summaries, reports, and other related materials as may have been prepared or accumulated by
25 CONTRACTOR in performance of Services, whether completed or in progress.

26 11.2 Effect of Termination for Convenience. If the termination is to be for the
27 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for
28 Services satisfactorily provided through the date of termination. Such payment shall include a

1 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on
2 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by
3 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR
4 prior to the date of termination. This Contract shall terminate immediately upon
5 CONTRACTOR's receipt of the written Notice of Termination.

6 11.3 Effect of Termination for Cause. If the termination is due to the failure
7 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be
8 compensated for those Services which have been completed and accepted by the AUTHORITY.
9 In such case, the AUTHORITY may take over the work and prosecute the same to completion
10 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any
11 reasonable additional costs incurred by the AUTHORITY to revise work for which the
12 AUTHORITY has compensated CONTRACTOR under this Contract, but which the
13 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to
14 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for
15 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to
16 adequately fulfill its requirements under this Contract. In its sole discretion, AUTHORITY's
17 Representative may propose an adjustment to the terms and conditions of the Contract,
18 including the contract price. Such contract adjustments, if accepted in writing by the Parties,
19 shall become binding on CONTRACTOR and shall be performed as part of this Contract. In
20 the event of termination for cause, unless otherwise agreed to in writing by the parties, this
21 Contract shall terminate thirty (30) days following the date the Notice of Termination was
22 mailed to the CONTRACTOR. Termination of this Contract for cause may be considered by
23 the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

24 11.4 Cumulative Remedies. The rights and remedies of the parties provided in
25 this Section are in addition to any other rights and remedies provided by law or under
26 these Contracts.

27 12. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall
28 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the

1 performance of services required under this Contract.

2 13. ADMINISTRATION: The AUTHORITY Deputy Executive Director (or
3 designee) shall administer this Contract on behalf of AUTHORITY.

4 14. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either
5 in whole or in part, without prior written consent of AUTHORITY. Any assignment or
6 purported assignment of this Contracts by CONTRACTOR without the prior written consent of
7 AUTHORITY will be deemed void and of no force or effect.

8 15. NONDISCRIMINATION: CONTRACTOR represents that it is an equal
9 opportunity employer and it shall not discriminate against any employee or applicant for
10 employment because of race, religion, color, national origin, ancestry, sex, physical condition,
11 or age. Such non-discrimination shall include, but not be limited to, all activities related to
12 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff
13 or termination.

14 16. ALTERATION: No alteration or variation of the terms of this Contract shall be
15 valid unless made in writing and signed by the parties hereto, and no oral understanding or
16 agreement not incorporated herein shall be binding on any of the parties hereto.

17 17. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to
18 individuals without reference to their religion, color, sex, national origin, age or physical or
19 mental handicap.

20 18. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of
21 this Contract, possession of a current and valid license in compliance with any local, State, and
22 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
23 and that services(s) will be performed by properly trained and licensed staff.

24 19. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and
25 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer
26 all requests for information to AUTHORITY.

27 20. WORK PRODUCT: All reports, preliminary findings, or data assembled or
28 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.

1 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.
2 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,
3 without the direct authorization of the AUTHORITY Deputy Executive Director or an
4 authorized designee.

5 21. MEDIATION: CONTRACTOR and AUTHORITY agree that in the event of
6 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this
7 Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise,
8 which are not adequately addressed by the AUTHORITY's informal and formal dispute
9 resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select
10 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in
11 the County of Riverside. Each party shall be responsible for its own legal fees and other
12 expenses incident to the preparation for mediation. If the dispute cannot be resolved by
13 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the
14 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

15 22. SEVERABILITY: If any provision in this Contract is held by a court of
16 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
17 nevertheless continue in full force without being impaired or invalidated in any way.

18 23. COUNTERPARTS: This Contract may be signed by the different parties hereto
19 in counterparts, each of which shall be an original but all of which together shall constitute one
20 and the same contract.

21 24. ENTIRE CONTRACT: This Contract constitutes the entire contract between the
22 parties hereto with respect to the subject matter hereof and all prior or contemporaneous
23 agreements of any kind or nature relating to the same shall be deemed to be merged herein.
24 Any modifications to the terms of this Contract must be in writing and signed by the parties
25 herein.

26 25. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully
27 performed or are not capable of being fully performed as of the date of termination will survive
28 termination of this Contract.

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this Contract this ____ day of _____, 201X.

3
4 Company name: _____

5
6 By: _____
7 (CONTRACTOR'S NAME)

8
9 Title: _____

10
11 License #: _____

12
13
14 **Housing Authority of the County of Riverside**

15
16 By: _____
17 Heidi Marshall, Deputy Executive Director

Exhibit "A"
Scope of Services

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(NAME OF SERVICE) SERVICE CONTRACT

BY AND BETWEEN

THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

AND (CONTRACTOR'S NAME)

To be used for amounts \$5,000 and under, approved by the BOC 8/20/2013

This CONTRACT is made by and between the **Housing AUTHORITY of the County of Riverside**, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside hereinafter referred to as the "AUTHORITY", and **(CONTRACTOR'S NAME)**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, AUTHORITY is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.;

WHEREAS, pursuant to the Health and Safety Code, AUTHORITY is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers;

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein and agrees to provide such services to AUTHORITY;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

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1 1.1. CONTRACTOR represents and maintains that it is skilled in the
2 professional calling necessary to perform all services, duties and obligations required by this
3 Contract to fully and adequately complete the project. CONTRACTOR shall perform the
4 services and duties in conformance to and consistent with the standards generally recognized as
5 being employed by professionals in the same discipline in the State of California.
6 CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses,
7 permits, qualifications and approvals of whatever nature are legally required to practice its
8 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals
9 in effect during the term of this Contract.

10 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from
11 the date of execution of this Contract and shall be completed within **(CALENDAR DAYS TO**
12 **COMPLETE PROJECT)**.

13 3. COMPENSATION/PAYMENT:

14 3.1 The Total amount of compensation paid to the CONTRACTOR under this
15 Contract shall not exceed the sum of **(ACCEPTED TOTAL AMOUNT OF PROJECT)**,
16 unless a written amendment to this Contract is executed by both parties prior to performance of
17 additional services, subject to approval by the Board of Commissioners.

18 3.2 CONTRACTOR shall invoice the AUTHORITY once services are rendered
19 in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty
20 (30) working days from the date of receipt of the invoice. Authority shall not be liable for any
21 interest or late charges in the performance of this Contract.

22 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any
23 additional services or incur additional expense without first receiving the express written
24 consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

25 5. AMENDMENTS TO WORK PROGRAM: The Deputy Executive Director of
26 AUTHORITY is authorized to approve and execute changes to the Contract to the extent such
27 changes don not cause the total Contract to exceed \$75,000. Such changes shall be mutually
28 agreed upon by and between the Deputy Executive Director and CONTRACTOR and shall be

1 incorporated in written amendments to this CONTRACT.

2 6. INDEPENDENT CONSULTANT: AUTHORITY retains CONTRACTOR on an
3 independent contractor basis. CONTRACTOR is not, and shall not be considered to be in any
4 manner, an employee, agent or representative of the AUTHORITY. Personnel performing the
5 Services under this Contract on behalf of CONTRACTOR shall at all times be under
6 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,
7 salaries and other amounts due such personnel in connection with their performance of
8 service(s) and as required by law. CONTRACTOR shall be responsible for all reports and
9 obligations respecting such personnel, including but not limited to, social security taxes, income
10 tax withholdings, unemployment insurance, and workers' compensation insurance.

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

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

1 to Indemnitees as set forth herein.

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

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

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

12 8. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation
13 to indemnify or hold the AUTHORITY harmless, CONTRACTOR shall procure and maintain
14 or cause to be maintained, at its sole cost and expense, the following insurance coverages during
15 the term of this Contract. As respects to the insurance section only, the AUTHORITY herein
16 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
17 their respective directors, officers, Board of Supervisors, employees, elected or appointed
18 officials, agents or representatives as Additional Insureds.

19 8.1 Workers' Compensation: If the CONTRACTOR has employees as defined
20 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
21 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include
22 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
23 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
24 of the AUTHORITY.

25 8.2 Commercial General Liability: Commercial General Liability insurance
26 coverage, including but not limited to, premises liability, unmodified contractual liability,
27 products and completed operations liability, personal and advertising injury, employment
28 practices liability, and cross liability coverage, covering claims which may arise from or out of

1 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
2 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than
3 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
4 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence
5 limit.

6 8.3 Vehicle Liability: If vehicles or mobile equipment are used in the
7 performance of the obligations under this Contract, then CONTRACTOR shall maintain
8 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
9 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
10 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
11 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

12 8.4 Professional Liability: Contractor shall maintain Professional Liability
13 Insurance providing coverage for the Contractor's performance of work included within this
14 Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
15 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made
16 basis rather than an occurrence basis, such insurance shall continue through the term of this
17 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended
18 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new
19 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or
20 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained
21 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),
22 or 3) will continue as long as the law allows.

23 8.5 General Insurance Provisions - All lines:

- 24 a. Any insurance carrier providing insurance coverage hereunder shall be
25 admitted to the State of California and have an A M BEST rating of not less
26 than A: VIII (A:8) unless such requirements are waived, in writing, by the
27 County Risk Manager. If the County's Risk Manager waives a requirement
28 for a particular insurer such waiver is only valid for that specific insurer and

1 only for one policy term.

2 b. The CONTRACTOR must declare its insurance self-insured retention for
3 each coverage required herein. If any such self-insured retention exceed
4 \$500,000 per occurrence each such retention shall have the prior written
5 consent of the County Risk Manager before the commencement of operations
6 under this Contract. Upon notification of self-insured retention unacceptable
7 to the AUTHORITY, and at the election of the County's Risk Manager,
8 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-
9 insured retention as respects this Contract with the AUTHORITY, or 2)
10 procure a bond which guarantees payment of losses and related
11 investigations, claims administration, and defense costs and expenses.

12 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
13 furnish the AUTHORITY with either 1) a properly executed original
14 Certificate(s) of Insurance and certified original copies of Endorsements
15 effecting coverage as required herein, and 2) if requested to do so orally or in
16 writing by the County Risk Manager, provide original Certified copies of
17 policies including all Endorsements and all attachments thereto, showing
18 such insurance is in full force and effect. Further, said Certificate(s) and
19 policies of insurance shall contain the covenant of the insurance carrier(s)
20 that thirty (30) days written notice shall be given to the AUTHORITY prior
21 to any material modification, cancellation, expiration or reduction in
22 coverage of such insurance. In the event of a material modification,
23 cancellation, expiration, or reduction in coverage, this Contract shall
24 terminate forthwith, unless the AUTHORITY receives, prior to such
25 effective date, another properly executed original Certificate of Insurance and
26 original copies of endorsements or certified original policies, including all
27 endorsements and attachments thereto evidencing coverage's set forth herein
28 and the insurance required herein is in full force and effect. **CONTRACTOR**

1 shall not commence operations until the AUTHORITY has been furnished
2 original Certificate (s) of Insurance and certified original copies of
3 endorsements and if requested, certified original policies of insurance
4 including all endorsements and any and all other attachments as required
5 in this Section, showing that such insurance is in full force and effect. An
6 individual authorized by the insurance carrier to do so on its behalf shall
7 sign the original endorsements for each policy and the Certificate of
8 Insurance.

- 9 d. It is understood and agreed to by the parties hereto that the
10 CONTRACTOR's insurance shall be construed as primary insurance, and the
11 AUTHORITY's insurance and/or deductibles and/or self-insured retention's
12 or self-insured programs shall not be construed as contributory.
- 13 e. If, during the term of this Contract or any extension thereof, there is a
14 material change in the scope of services; or, there is a material change in the
15 equipment to be used in the performance of the scope of work; or, the term of
16 this Contract, including any extensions thereof, exceeds five (5) years; the
17 AUTHORITY reserves the right to adjust the types of insurance and the
18 monetary limits of liability required under this Contract, if in the County
19 Risk Manager's reasonable judgment, the amount or type of insurance carried
20 by the CONTRACTOR has become inadequate.
- 21 f. CONTRACTOR shall pass down the insurance obligations contained herein
22 to all tiers of subcontractors working under this Contract.
- 23 g. The insurance requirements contained in this Contract may be met with a
24 program(s) of self-insurance acceptable to the AUTHORITY.
- 25 h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party
26 or any incident or event that may give rise to a claim arising from the
27 performance of this Contract.
- 28

1 9. GENERAL:

2 9.1 Any waiver by AUTHORITY of any breach of any one or more of the
3 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
4 of the same or of any other term of this Contract. Failure on the part of AUTHORITY to
5 require exact, full and complete compliance with any terms of this Agreement shall not be
6 construed as in any manner changing the terms or preventing AUTHORITY from enforcement
7 of the terms of this Contract.

8 9.2 In the event the CONTRACTOR receives payment under this Contract
9 which is later disallowed by AUTHORITY for nonconformance with the terms of the Contract,
10 the CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on
11 request; or at its option the AUTHORITY may offset the amount disallowed from any payment
12 due to the CONTRACTOR.

13 9.3 CONTRACTOR shall not provide partial delivery or shipment of
14 services or products unless specifically stated in the Contract.

15 9.4 CONTRACTOR shall not provide any services or products subject to any
16 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
17 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
18 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free
19 from all liens, claims or encumbrances.

20 9.5 The AUTHORITY agrees to cooperate with the CONTRACTOR in the
21 CONTRACTOR'S performance under this Contract, including, if stated in the Contract,
22 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY
23 data, information and personnel.

24 9.6 CONTRACTOR shall comply with all applicable Federal, State and local
25 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies
26 and procedures. In the event that there is a conflict between the various laws or regulations that
27 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

28 9.7 CONTRACTOR shall comply with all air pollution control, water

1 pollution, safety and health ordinances, statutes or regulations which apply to performance
2 under this Contract.

3 9.8 CONTRACTOR shall comply with all requirements of the Occupational
4 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
5 Department of Labor and the State of California (Cal/OSHA).

6 9.9 This Contract shall be governed by the laws of the State of California.
7 Any legal action related to the performance or interpretation of this Contract shall be filed only
8 in the Superior Court of the State of California located in Riverside, California, and the parties
9 waive any provision of law providing for a change of venue to another location.

10 10. TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,
11 terminate this Contract in whole or in part at any time. Such termination may be for
12 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and
13 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to
14 timely perform services pursuant to this Contract.

15 10.1 Discontinuance of Services. Upon receipt of written Notice of
16 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless
17 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,
18 summaries, reports, and other related materials as may have been prepared or accumulated by
19 CONTRACTOR in performance of Services, whether completed or in progress.

20 10.2 Effect of Termination for Convenience. If the termination is to be for the
21 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for
22 Services satisfactorily provided through the date of termination. Such payment shall include a
23 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on
24 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by
25 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR
26 prior to the date of termination. This Contract shall terminate immediately upon
27 CONTRACTOR's receipt of the written Notice of Termination.

28 10.3 Effect of Termination for Cause. If the termination is due to the failure

1 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be
2 compensated for those Services which have been completed and accepted by the AUTHORITY.
3 In such case, the AUTHORITY may take over the work and prosecute the same to completion
4 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any
5 reasonable additional costs incurred by the AUTHORITY to revise work for which the
6 AUTHORITY has compensated CONTRACTOR under this Contract, but which the
7 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to
8 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for
9 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to
10 adequately fulfill its requirements under this Contract. In its sole discretion, AUTHORITY's
11 Representative may propose an adjustment to the terms and conditions of the Contract,
12 including the contract price. Such contract adjustments, if accepted in writing by the Parties,
13 shall become binding on CONTRACTOR and shall be performed as part of this Contract. In
14 the event of termination for cause, unless otherwise agreed to in writing by the parties, this
15 Contract shall terminate thirty (30) days following the date the Notice of Termination was
16 mailed to the CONTRACTOR. Termination of this Contract for cause may be considered by
17 the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

18 10.4 Cumulative Remedies. The rights and remedies of the parties provided in
19 this Section are in addition to any other rights and remedies provided by law or under
20 these Contracts.

21 11. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall
22 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the
23 performance of services required under this Contract.

24 12. ADMINISTRATION: The AUTHORITY Deputy Executive Director (or
25 designee) shall administer this Contract on behalf of AUTHORITY.

26 13. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either
27 in whole or in part, without prior written consent of AUTHORITY. Any assignment or
28 purported assignment of this Contracts by CONTRACTOR without the prior written consent of

1 AUTHORITY will be deemed void and of no force or effect.

2 14. NONDISCRIMINATION: CONTRACTOR represents that it is an equal
3 opportunity employer and it shall not discriminate against any employee or applicant for
4 employment because of race, religion, color, national origin, ancestry, sex, physical condition,
5 or age. Such non-discrimination shall include, but not be limited to, all activities related to
6 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff
7 or termination.

8 15. ALTERATION: No alteration or variation of the terms of this Contract shall be
9 valid unless made in writing and signed by the parties hereto, and no oral understanding or
10 agreement not incorporated herein shall be binding on any of the parties hereto.

11 16. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to
12 individuals without reference to their religion, color, sex, national origin, age or physical or
13 mental handicap.

14 17. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of
15 this Contract, possession of a current and valid license in compliance with any local, State, and
16 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
17 and that services(s) will be performed by properly trained and licensed staff.

18 18. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and
19 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer
20 all requests for information to AUTHORITY.

21 19. WORK PRODUCT: All reports, preliminary findings, or data assembled or
22 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.
23 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.
24 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,
25 without the direct authorization of the AUTHORITY Deputy Executive Director or an
26 authorized designee.

27 20. MEDIATION: CONTRACTOR and AUTHORITY agree that in the event of
28 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this

1 Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise,
2 which are not adequately addressed by the AUTHORITY's informal and formal dispute
3 resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select
4 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in
5 the County of Riverside. Each party shall be responsible for its own legal fees and other
6 expenses incident to the preparation for mediation. If the dispute cannot be resolved by
7 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the
8 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

9 21. SEVERABILITY: If any provision in this Contract is held by a court of
10 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
11 nevertheless continue in full force without being impaired or invalidated in any way.

12 22. COUNTERPARTS: This Contract may be signed by the different parties hereto
13 in counterparts, each of which shall be an original but all of which together shall constitute one
14 and the same contract.

15 23. ENTIRE CONTRACT: This Contract constitutes the entire contract between the
16 parties hereto with respect to the subject matter hereof and all prior or contemporaneous
17 agreements of any kind or nature relating to the same shall be deemed to be merged herein.
18 Any modifications to the terms of this Contract must be in writing and signed by the parties
19 herein.

20 24. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully
21 performed or are not capable of being fully performed as of the date of termination will survive
22 termination of this Contract.

23 25. MISCELLANEOUS: As used in this contract, the term CONTRACTOR also
24 includes Contractor's owners, officers, employees, representatives and agents.

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

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26.1 Exhibit A: Scope of Services

27. NOTICES: All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Heidi Marshall	(CONTRACTOR SIGNEE'S NAME)
Housing Authority of the	(CONTRACTOR'S NAME)
County of Riverside	(ADDRESS)
5555 Arlington Avenue	(CITY, STATE, ZIP CODE)
Riverside, California 92504-2506	

(signatures on next page)

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///

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this Contract this ____ day of _____, 201X.

3
4 Company name: _____

5
6 By: _____

7 (CONTRACTOR'S NAME)

8
9 Title: _____

10
11 License #: _____

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14 **Housing Authority of the County of Riverside**

15
16 By: _____

17 Heidi Marshall, Deputy Executive Director

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Exhibit "A"
Scope of Services

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CONSTRUCTION CONTRACT BY AND BETWEEN

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

AND _____

FOR _____

To be used for amounts \$5,000 and under, approved by the BOC 8/20/2013

This CONTRACT is made by and between the Housing Authority of the County of Riverside, a body corporate and politic, hereinafter referred to as "AUTHORITY", and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. The AUTHORITY is the owner of a certain real property located in the County of Riverside, commonly known as _____, hereinafter referred to as "PROPERTY;"
- B. The term "PROJECT" includes performance, as set forth in the Contract Documents, by the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- C. AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on the terms and conditions set forth below.

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

ARTICLE I

THE CONSTRUCTION CONTRACT

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

The Contract Documents consist of the following component parts:

- 1. Invitation for Bids (IFB), or Quotations for Small Purchases (i.e. Request for Quotes), as applicable.

- 1 2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369
- 2 (10/2002)
- 3 3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
- 4 4. Bid Proposal, including:
- 5 a. Form of Bid or Form of Quote, as applicable.
- 6 b. Non-Collusive Affidavit
- 7 c. Designation of Subcontractors
- 8 5. Payment and Performance Bonds
- 9 6. Davis-Bacon Prevailing Wage Decision No. _____
- 10 7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370
- 11 (11/2006)
- 12 8. Special Conditions
- 13 9. Drawings and photographs
- 14 10. Specifications
- 15 11. Addenda

ARTICLE 2

STATEMENT OF PROJECT WORK

18 2.1 Scope of Services

19 CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all

20 Work for the PROJECT identified as _____,

21 for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30

22 p.m.

23 2.1.1. The full scope of Work is described in the Contract Documents and more specifically in

24 the approved plans and specifications.

25 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda

26 thereto and the drawings included therein, all as prepared by the AUTHORITY.

27 2.2 Site Conditions

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

16 **ARTICLE 3**

17 **TIME OF COMMENCEMENT AND COMPLETION**

18 3.1 Time for Completion

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

24 3.2 Liquidated Damages

25 3.2.1 If the CONTRACTOR fails to complete the PROJCT within the time specified in the
26 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
27 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of

1 _____ for each day of delay. If different completion dates are specified in
2 the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed
3 on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
4 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
5 due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

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

10 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
11 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

12 **ARTICLE 4**

13 **CONTRACT SUM**

14 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
15 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of

16 _____
17 (Contract Sum).

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

21 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
22 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
23 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
24 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
25 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).

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1 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
2 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards
3 Provisions (HUD-5370 Clause No. 46).

4 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
5 taxes required by local codes, or any law existing or which may hereafter be adopted by federal, state or
6 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
7 levied by reason of the Work to be performed hereunder.

8 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
9 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
10 CONTRACT.

11 **ARTICLE 5**

12 **PROGRESS PAYMENTS**

13 5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and
14 certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress
15 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions
16 of the Construction Documents.

17 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
18 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
19 payment requesting progress payment. Approved applications for progress payments will be paid by the
20 30th day of each month, provided that the application for payment has been submitted to the
21 AUTHORITY on or before the first working day of the month.

22 **ARTICLE 6**

23 **INDEMNIFICATION AND HOLD HARMLESS**

24 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
25 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
26 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
27 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability

1 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
2 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
3 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
4 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
5 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

6 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
7 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
8 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
9 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
10 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

11 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
12 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
13 or claim involved.

14 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
15 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
16 third party claims.

17 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
18 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
19 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

20 **ARTICLE 7**

21 **INSURANCE**

22 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
23 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
24 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to
25 the insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of
26 Riverside, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
27

1 respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or
2 appointed officials, agents or representatives as Additional Insureds.

3 7.1.1. Workers' Compensation:

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

9 7.1.2 Commercial General Liability:

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

17 7.1.3 Vehicle Liability:

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

23 7.1.4 General Insurance Provisions - All lines:

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

3 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
4 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
5 such retention shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Agreement. Upon notification of self-insured
7 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk
8 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured
9 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which
10 guarantees payment of losses and related investigations, claims administration, and defense
11 costs and expenses.

12 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
13 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and
14 certified original copies of Endorsements effecting coverage as required herein, and 2) if
15 requested to do so orally or in writing by the County Risk Manager, provide original
16 Certified copies of policies including all Endorsements and all attachments thereto,
17 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
18 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
19 written notice shall be given to the AUTHORITY prior to any material modification,
20 cancellation, expiration or reduction in coverage of such insurance. In the event of a
21 material modification, cancellation, expiration, or reduction in coverage, this CONTRACT
22 shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date,
23 another properly executed original Certificate of Insurance and original copies of
24 endorsements or certified original policies, including all endorsements and attachments
25 thereto evidencing coverage's set forth herein and the insurance required herein is in full
26 force and effect. *CONTRACTOR shall not commence operations until the AUTHORITY*
27 *has been furnished original Certificate (s) of Insurance and certified original copies of*

1 *endorsements and if requested, certified original policies of insurance including all*
2 *endorsements and any and all other attachments as required in this Section, showing that*
3 *such insurance is in full force and effect. An individual authorized by the insurance carrier*
4 *to do so on its behalf shall sign the original endorsements for each policy and the*
5 *Certificate of Insurance.*4) It is understood and agreed to by the parties hereto that the
6 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S
7 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
8 not be construed as contributory.

9 5) If, during the term of this CONTRACT or any extension thereof, there is a material change
10 in the scope of services; or, there is a material change in the equipment to be used in the
11 performance of the scope of work; or, the term of this CONTRACT, including any
12 extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust
13 the types of insurance and the monetary limits of liability required under this Construction
14 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
15 insurance carried by the CONTRACTOR has become inadequate.

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

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

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

22 **ARTICLE 8**

23 **PROJECT CLOSEOUT**

24 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
25 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use, and shall
26 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the
27 WORK, including all phases thereof, is finally completed, and all requirements of this CONTRACT have

1 been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the
2 County Recorder.

3 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
4 AUTHORITY has received the following:

5 1. A Certificate of Completion executed by the AUTHORITY.

6 2. All guarantees and warranties issued by the manufacturers or installers of appliances or
7 other component parts of the WORK. CONTRACTOR guarantees that the equipment, materials, and
8 workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials
9 and workmanship for a period of one year following final acceptance of the project.

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

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

17 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for
18 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
19 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the
20 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction
21 Contract , including liquidated damages.

22 **ARTICLE 9**

23 **APPLICABLE LAWS AND REGULATIONS**

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

26 9.1.1 Executive Order 11246.

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

5 9.1.2 Copeland "Anti-Kickback Act"

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

9 9.1.3 Davis-Bacon Act

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

16 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

21 9.1.5 Clean Air Act.

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

1 9.1.6 Energy Policy and Conservation Act.

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

5 9.1.7 Labor Code Section 1861 Certification

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

11 9.1.8 Government Standards.

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

19 **ARTICLE 10**

20 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

21 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
22 makes the following assurances, where applicable:

23 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
24 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

25 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
26 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
27 denied the benefits of, or subjected to, discrimination under any program or activity which receives

1 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
2 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
3 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
4 seq.).

5 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
6 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
7 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
8 services, including in any way making unavailable or denying a dwelling to any person because of race,
9 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
10 CONTRACTOR administer all programs and activities, which are related to housing and community
11 development, in such a manner as affirmatively to further fair housing.

12 10.1.4 Age Discrimination Act of 1975.

13 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

14 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
15 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

16 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly
17 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended
18 or ineligible contractor.

19 10.1.8 That none of the personnel who are employed in the administration of the WORK required
20 by this CONTRACT shall, in any way or to any extent, be engaged in conduct of political activities in
21 violation of Title V, Chapter 15, of the United States Code.

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

3 **ARTICLE 11**

4 **HUD SECTION 3 REQUIREMENTS**

5 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
6 included as a part of this CONTRACT.

7 11.1.1 The work to be performed under this CONTRACT is subject to the requirements of
8 Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3).
9 The purpose of Section 3 is to ensure that employment and other economic opportunities generated by
10 HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be
11 directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

12 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
13 implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that
14 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
15 Part 135 regulations.

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

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

3 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
4 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
5 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
6 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
7 CFR Part 135.

8 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
9 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
10 contracts.

11 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
12 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
13 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
14 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
15 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
16 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
17 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
18 but not in derogation of compliance with section 7(b).

19 **ARTICLE 12**

20 **BREACH AND TERMINATION**

21 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
22 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
23 of defective work or improper materials.

24 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
25 Clause 32 and 34.

26 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
27 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
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1 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
2 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
3 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
4 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
5 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
6 Contract Documents.

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

15 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
16 the CONTRACTOR by exercising its right of termination under this section.

17 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
18 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
19 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
20 a change of venue in such proceedings to any other county.

21 **ARTICLE 13**

22 **MISCELLANEOUS PROVISIONS**

23 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
24 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
25 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
26 he/she shall promptly give notice in writing to AUTHORITY of such variance.

1 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
2 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
3 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
4 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
5 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
6 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

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

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

19 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
20 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
21 represent that they have the authority to bind each respective party to the performance of its obligation
22 hereunder.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract this ____ day of _____, 201X.

Company name: _____

By: _____

(CONTRACTOR'S NAME)

Title: _____

License #: _____

Housing Authority of the County of Riverside

By: _____

Heidi Marshall, Deputy Executive Director

Exhibit "A"
Scope of Work

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

16 **ARTICLE 3**

17 **TIME OF COMMENCEMENT AND COMPLETION**

18 3.1 Time for Completion

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

24 3.2 Liquidated Damages

25 3.2.1 If the CONTRACTOR fails to complete the PROJCT within the time specified in the
26 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
27 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of

1 _____ for each day of delay. If different completion dates are specified in
2 the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed
3 on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
4 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
5 due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

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

10 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the
11 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

12 **ARTICLE 4**

13 **CONTRACT SUM**

14 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
15 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of
16 _____

17 (Contract Sum).

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

21 4.1.1 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all
22 individuals performing work, not less than the prescribed prevailing wage rate by the U.S. Department of
23 Labor or the California State Department of Industrial Relations, whichever is higher. Prevailing wage
24 rates are amended from time to time, and the most current wage decision is always available from the
25 AUTHORITY.

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.

1 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
2 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
3 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
4 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
5 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

6 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
7 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
8 or claim involved.

9 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
10 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
11 third party claims.

12 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
13 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
14 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

15 ARTICLE 7

16 INSURANCE

17 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
18 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
19 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to
20 the insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of
21 Riverside, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
22 respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or
23 appointed officials, agents or representatives as Additional Insureds.

24 7.1.1. Workers' Compensation:

25 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall
26 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
27 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 PROJECT is ready for occupancy or use, and shall
20 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the
21 WORK, including all phases thereof, is finally completed, and all requirements of this CONTRACT have
22 been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the
23 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.

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

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

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

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

17 **ARTICLE 9**

18 **HUD SECTION 3 REQUIREMENTS**

19 9.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
20 included as a part of this CONTRACT.

21 9.1.1 The work to be performed under this CONTRACT is subject to the requirements of
22 Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3).
23 The purpose of Section 3 is to ensure that employment and other economic opportunities generated by
24 HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be
25 directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

26 9.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
27 implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that
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1 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
2 Part 135 regulations.

3 9.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers
4 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a
5 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments
6 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where
7 both employees and applicants for training and employment positions can see the notice. The notice shall
8 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
9 and location of the person(s) taking applications for each of the positions; and the anticipated date the
10 work shall being.

11 9.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
12 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
13 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
14 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
15 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
16 in violation of the regulations in 24 CFR Part 135.

17 9.1.5 CONTRACTOR certifies that any vacant employment positions, including training
18 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
19 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
20 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
21 CFR Part 135.

22 9.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
23 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
24 contracts.

25 9.1.7 With respect work performed in connection with Section 3 covered Indian Housing
26 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
27 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
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1 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
2 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
3 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
4 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
5 but not in derogation of compliance with section 7(b).

6 **ARTICLE 10**

7 **BREACH AND TERMINATION**

8 10.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
9 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
10 of defective work or improper materials.

11 10.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
12 Clause 32 and 34.

13 10.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
14 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
15 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
16 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
17 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
18 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
19 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
20 Contract Documents.

21 10.4 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
22 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
23 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
24 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
25 possession of the PROJECT and all materials, equipment, tools and construction equipment and
26 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
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1 by whatever method it may deem expedient. It such case, the CONTRACTOR shall not be entitled to
2 receive any further payment under this CONTRACT.

3 10.5 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
4 the CONTRACTOR by exercising its right of termination under this section.

5 10.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
6 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
7 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
8 a change of venue in such proceedings to any other county.

9 **ARTICLE 11**

10 **MISCELLANEOUS PROVISIONS**

11 11.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
12 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
13 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
14 he/she shall promptly give notice in writing to AUTHORITY of such variance.

15 11.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
16 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
17 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
18 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
19 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
20 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

21 11.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
22 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
23 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
24 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
25 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
26 CONTRACT.

1 11.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
2 General Conditions shall prevail. In the event of a conflict between the contract and any applicable state
3 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or
4 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,
5 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive
6 Order shall prevail.

7 11.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
8 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
9 represent that they have the authority to bind each respective party to the performance of its obligation
10 hereunder.

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

3
4 Company name: _____

5
6 By: _____

7 (CONTRACTOR'S NAME)

8
9 Title: _____

10
11 License #: _____

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14 Housing Authority of the County of Riverside

15
16 By: _____

17 Heidi Marshall, Deputy Executive Director

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