

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

104



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
September 26, 2013

**SUBJECT:** Infill Housing Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, (\$523,732)

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Accept the low bid by D. Webb, Inc., waive any minor irregularities, and award the construction contract to D. Webb, Inc. as the lowest responsive and responsible bidder, in the amount of \$476,120 for the construction of two single-family residential dwellings located at 10732 Bellegrave Avenue & 10721 48<sup>th</sup> Street, Jurupa Valley, CA 91752;
2. Authorize the Chairman of the Board of Commissioners to sign the contract documents on behalf of the Housing Authority of the County of Riverside (HACR);

(Continued)

Robert Field  
Executive Director

FORM APPROVED COUNTY COUNSEL  
BY: J. S. Victor DATE: 9/19/13  
MARSHAL VICTOR

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 523,732	\$ 0	\$ 523,732	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Housing Authority of the County of Riverside Development Division Funds and Low and Moderate Income Housing				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2013/14	

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

APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

On motion of Commissioner Jeffries, seconded by Commissioner Stone 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:** October 8, 2013  
**xc:** Housing Authority

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 10.2 of 6/6/2006

**District** 2/2

**Agenda Number:**

**10-1**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Housing Authority

**FORM 11:** Infill Housing Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, (\$523,732)

**DATE:** September 26, 2013

Page 2 of 3

**RECOMMENDED MOTION:**

**(continued)**

3. Approve the total project budget of \$523,732; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement the contract.

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns two vacant lots located at 10732 Bellegrave Avenue & 10721 48<sup>th</sup> Street, Jurupa Valley, CA 91752 with Assessor's Parcel Numbers 159-061-025 and 159-061-022 respectively. In 2011/2012, the HACR processed a Lot Line Adjustment (LLA), Right-of-Way Dedication (ROW), and Record of Survey (ROS) to allow full utilization of the lots for the development of two single-family residences consistent with the City of Jurupa Valley's Land Use and Zoning Ordinance. Consequently, in 2013, the HA submitted building plans for plan check review and the City of Jurupa Valley issued building permits on July 1, 2013.

The real property was purchased for One Dollar from the former Redevelopment Agency for the County of Riverside (RDA) in 2006. On June 6, 2006, the Board of Commissioners (BOC) approved a Disposition and Development Agreement (DDA) between the Redevelopment Agency for the County of Riverside and the HACR. The DDA included funding in the amount of \$350,000 for the construction of two single-family dwellings that will create affordable homeownership opportunities and facilitate infill residential development. The affordability covenant will restrict occupancy to low and moderate-income owner-occupants for a minimum period of 45 years. The DDA was approved and entered into June 6, 2006, prior to the enactment of ABx1 26, the Assembly Bill dissolving redevelopment agencies that was signed by Governor Brown as of June 28, 2011.

The project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15303 (a) of the California Code of Regulations. Section 15303 (a) allows for the exemption of new construction of single-family homes within a residential zone. A Notice of Exemption was filed with the County Clerk on July 3, 2013, for the 30-day public review period. The project has therefore complied with the provisions of CEQA and no additional environmental analysis is required.

HACR staff recommends that the Board of Commissioners approve and award the construction contract between the HACR and D. Webb, Inc. in the amount of \$476,120, and approve the construction project budget as follows:

Construction Contract	\$ 476,120
Contingency (10%)	\$ 47,612
<b>Total:</b>	<b>\$ 523,732</b>

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

Housing Authority

**FORM 11:** Infill Housing Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, (\$523,732)

**DATE:** September 26, 2013

Page 3 of 3

**BACKGROUND:**

**Summary (continued)**

**Impact on Citizens and Businesses**

The project will provide additional affordable housing opportunities to residents in the City of Jurupa Valley and County of Riverside. Currently, the properties are vacant and underutilized. The project will generate construction jobs and provide additional property tax revenue to the local jurisdictions.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The funding source is from the HACR's Development Division Fund and Redevelopment Property Tax Trust Funds (RPTTF) and does not involve the use of county general funds. Funding for this activity is identified in the Recognized Obligation Payment Schedule (ROPS) I, II, III, and IV.

**Contract History and Price Reasonableness**

The HACR advertised an Invitation for Bids (IFB) for the construction of two single-family residences approximately 1,854 square feet each with an opening date of August 26, 2013. The Housing Authority received and opened five bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$476,120 compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable.

County Counsel and staff reviewed the submitted bid and determined that D. Webb, Inc. as the lowest responsive and responsible bidder.

Attachments:

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

1                                   **CONSTRUCTION CONTRACT BY AND BETWEEN THE**  
2                                   **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
3   **AND D. WEBB, INC.**  
4                                   **FOR THE BELLEGRAVE AVENUE AND 48<sup>TH</sup> STREET**  
5                                   **INFILL HOUSING DEVELOPMENT PROJECT**

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

9   **RECITALS**

- 10           A.    The AUTHORITY is the owner of a certain real property located in the County of  
11                   Riverside, **located at 10732 Bellegrave Avenue & 10721 48<sup>th</sup> Street, Jurupa Valley, CA**  
12                   **91752**, hereinafter referred to as "PROPERTY;"
- 13           B.    The term "PROJECT" includes performance, as set forth in the Contract Documents, by  
14                   the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- 15           C.    AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and  
16                   conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on  
17                   the terms and conditions set forth below.

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

20   **ARTICLE I**  
21   **THE CONSTRUCTION CONTRACT**

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

- 25           1.    Invitation for Bids (IFB 2012-003).
- 26           2.    Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369  
27                   (10/2002)

OCT 08 2013 10-1

3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
4. Bid Proposal, including:
  - a. Form of Bid or Form of Quote, as applicable.
  - b. Non-Collusive Affidavit
  - c. Designation of Subcontractors
5. Payment and Performance Bonds
6. Davis-Bacon Prevailing Wage Decision No. CA130028 08/09/2013 Modification No. 9 CA28
7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370 (11/2006)
8. Special Conditions
9. Drawings and photographs
10. Specifications
11. Addenda

**ARTICLE 2**

**STATEMENT OF PROJECT WORK**

2.1 Scope of Services

CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all Work for the PROJECT identified as **Bellegrave Avenue & 48<sup>th</sup> Street Infill Housing Development Project as described in "Exhibit A"**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:00 p.m.

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

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

1 2.2 Site Conditions

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

17 **ARTICLE 3**

18 **TIME OF COMMENCEMENT AND COMPLETION**

19 3.1 Time for Completion

20 The Work, as defined in the General Conditions, to be performed under this CONTRACT shall  
21 commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the  
22 date specified in the Notice, whichever is later, and shall be completed within **two-hundred forty (240)**  
23 **calendar days** following the said date. Time is of the essence under this CONTRACT as to each  
24 provision in which time of performance is a factor.

25 3.2 Liquidated Damages

26 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the  
27 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370

1 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of  
2 **Three Hundred and 00/100 Dollars (\$300.00)** for each day of delay. If different completion dates are  
3 specified in the contract for separate parts or stages of the Work, the amount of liquidated damages shall  
4 be assessed on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or  
5 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be  
6 due the AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

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

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

#### 13 **ARTICLE 4**

#### 14 **CONTRACT SUM**

15 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the  
16 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **Four**  
17 **Hundred Seventy Six Thousand One Hundred Twenty and 00/100 Dollars (\$476,120).**

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](http://www.wdol.gov)).

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 30<sup>th</sup> 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  
27

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*  
28

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  
27

1 9.1.1 Executive Order 11246.

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

6 9.1.2 Copeland "Anti-Kickback Act"

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

10 9.1.3 Davis-Bacon Act

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

17 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

22 9.1.5 Clean Air Act.

23 For all contracts in excess of \$100,000, the CONTRACTOR hereby agrees to comply with all applicable  
24 standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h),  
25 Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental  
26 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  
28



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  
28

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

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.

23 ///

24 ///

25 ///

26 ///

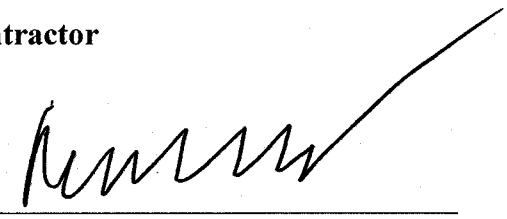
27 ///

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to  
2 execute this Construction Contract this 9th day of October, 2013.

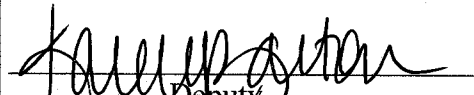
3 (to be filled in by Clerk of the Board)

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

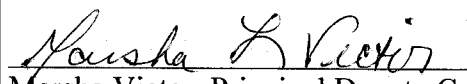
6  
7   
8 John J. Benoit, Chairman  
9 Board of Commissioners

6  
7   
8 By: D. Webb, Inc.  
9 Its: President  
10 License # 794667

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

13   
14 Deputy

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

19  9/9/13  
20 Marsha Victor, Principal Deputy County Counsel

21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///

1 **Exhibit "A"**

2 **Scope of Work**

3 **1.0 DEVELOPMENT SITE LOCATION:**

4

Item #	Public Housing Developments - Site Addresses
1	10732 Bellegrave Avenue & 10721 48 <sup>th</sup> Street Jurupa Valley, CA 91752

5  
6  
7

8 **1.1 GENERAL SPECIFICATIONS OF WORK**

9 1.1.1 The work under this contract shall be performed in the City of Jurupa Valley, County of Riverside,  
10 State of California and shall include furnishing all labor, material, equipment, tools, supplies, and  
11 services and incidentals, and performing all work necessary for the construction of two (2) single-  
family dwellings for affordable homeownership opportunities in strict conformance with all of the  
Contract documents.

12 1.1.2 Plans provided, sheet nos. T1.0, AS1.0, AS1.1, AS1.2, A2.0, A2.1, A3.0, A4.0, A4.1, A5.0, A5.1,  
13 A6.0, A7.0, SN-1, S1.0, S2.0, SD-1, SD-2, P-1, P-2 M1.0, M2.0, T24.A, T24.B, Erosion Control  
14 Exhibit, (10732 Bellegrave Avenue Planting Plan (L-1, L-2, L-3), 10721 48<sup>th</sup> Street Planting Plan  
15 (L-1, L-2, L-3) as approved on 6/26/13 by City of Jurupa Valley are part of the contract, would be  
16 part of the scope of work of the contract.

17 1.1.3 Precise Grading Plan provided, sheet nos. 1 of 2, and 2 of 2 as approved on 5/21/13 by City of  
18 Jurupa Valley are part of the contract.

19 1.1.4 Addenda Nos. 1 through 3 to the specifications were issued to the approved plans and are a part of  
20 the contrast.

21 1.1.5 Contractor to dispose of all materials off-site daily.

22  
23 **1.2 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications  
24 or other contract documents, or questions as to their meaning shall, at once, be brought to the  
25 attention of the HACR. Any interpretation of the documents will be made only by amendment  
26 duly issued and a copy of such amendment will be mailed or delivered to each person or firm  
27 receiving a set of such documents. The HACR will not be responsible for any other explanations  
or interpretations. Should anything in the scope of the work or any of the sections of the  
specifications be of such nature as to be apt to cause disputes between the various trades involved,  
such information shall be promptly called to the attention of the HACR.