

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

203



FROM: Housing Authority

SUBMITTAL DATE:
January 30, 2014

SUBJECT: Maintenance Building Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, [\$119,205], Department of Housing and Urban Development Capital Fund Program

RECOMMENDED MOTION: That the Board of Commissioners:

1. Accept the low bid by Crown Contracting, Inc., and award the construction contract to Crown Contracting, Inc. as the lowest responsive and responsible bidder, in the amount of \$108,368 for the construction of one 900 square foot maintenance building located at 5571 34th Street, Jurupa Valley, CA 92509;
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

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 119,205	\$ 0	\$ 119,205	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Department of Housing and Urban Development (HUD), Capital Fund Program				Budget Adjustment: No	
				For Fiscal Year: 2013/14	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Supervisor Benoit, seconded by Supervisor 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: February 4, 2014
 xc: Housing

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

Prev. Agn. Ref.: N/a

District: 2/2

Agenda Number:

10-1

FISCAL PROCEDURES APPROVED
 PAUL LANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 1/22/14
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 1/14/14
 DATE
 BY: *[Signature]*
 FISCAL VICE

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: Maintenance Building Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, [\$119,205], Department of Housing and Urban Development Capital Fund Program

DATE: January 30, 2014

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RECOMMENDED MOTION

(continued)

3. Approve the total project budget of \$119,205; 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) advertised an Invitation for Bid (IFB) No. 2013-004 for the construction of a 900 square foot maintenance building for the Rubidoux Village Townhomes, a public housing site, located at 5571 34th Street, Jurupa Valley, CA 92509. The proposed maintenance building is part of the conversion from a centralized management model to a decentralized site-based asset management model where maintenance and leasing activities take place at the public housing site. The asset management model promotes a more effective use of resources as maintenance and leasing staff will be on-site to meet the needs of public housing residents.

HACR staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and Crown Contracting, Inc. in the amount of \$108,368, and approve the construction project budget as follows:

Construction Contract	\$ 108,368
Contingency (10%)	\$ 10,837
Total:	\$ 119,205

A 10% construction contingency in the amount of \$10,837 has been included in the project budget to account for errors and omissions in the construction documents or changes in the scope of the project due to unforeseen site conditions.

Impact on Residents and Businesses

The project will facilitate maintenance and property management staff to deliver timely services to the residents of the Rubidoux Village Townhomes.

SUPPLEMENTAL:

Additional Fiscal Information

The funding source for this activity is from the Department of Housing and Urban Development (HUD) Capital Fund Program and does not involve the use of county general funds. No budget adjustment is necessary.

(Continued)

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

Housing Authority

FORM 11: Maintenance Building Development Project in the City of Jurupa Valley – Award of Construction Contract, District 2, [\$119,205], Department of Housing and Urban Development Capital Fund Program

DATE: January 30, 2014

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BACKGROUND:

Summary (Continued)

Contract History and Price Reasonableness

The HACR advertised an IFB with a bid opening date of December 9, 2013. The HACR received and opened eight bids. Crown Contracting, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$108,368 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 Crown Contracting, Inc. as the lowest responsive and responsible bidder.

Attachments:

- Construction Contract (2)

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

4 **FOR THE MAINTENANCE BUILDING DEVELOPMENT PROJECT AT THE RUBIDOUX**
5 **VILLAGE TOWNHOMES**

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

9 **RECITALS**

- 10 A. The AUTHORITY is the owner of a certain real property located in the County of
11 Riverside, commonly known as the **Rubidoux Village Townhomes located at 5591-5597**
12 **34th Street (APN: 179-140-011) Jurupa Valley, CA 92509**, hereinafter referred to as
13 "PROPERTY;"
- 14 B. The term "PROJECT" includes performance, as set forth in the Contract Documents, by
15 the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- 16 C. AUTHORITY desires that the CONTRACTOR perform the PROJECT on the terms and
17 conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on
18 the terms and conditions set forth below.

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

21 **ARTICLE I**

22 **THE CONSTRUCTION CONTRACT**

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

25 The Contract Documents consist of the following component parts:

- 26 1. Invitation for Bids (IFB) No. 2013-004.
27
28

2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369 (10/2002)
3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
4. Bid Proposal, including:
 - a. Form of Bid
 - b. Non-Collusive Affidavit
 - c. Designation of Subcontractors
5. Payment and Performance Bonds
6. Davis-Bacon Prevailing Wage Decision No. CA130036 Mod 18 11/15/13 CA36
7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370 (11/2006)
8. Supplemental General Conditions
9. Drawings and photographs
10. Specifications
11. Addenda

ARTICLE 2

STATEMENT OF PROJECT WORK

2.1 Scope of Services

CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all Work for the PROJECT identified as the Maintenance Building Development Project located at the Rubidoux Village Townhomes, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

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

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

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 **one-hundred (100)**
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 PROJCT within the time specified in the
27 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
28

1 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of
2 **\$300.00** for each day of delay. If different completion dates are specified in the contract for separate parts
3 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which
4 are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another
5 clause in this CONTRACT, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR
6 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 **One-**
17 **Hundred Eight Thousand Three Hundred Sixty Eight and 00/100 Dollars (\$108,368).**

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).

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
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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
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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 Course of Construction Insurance:

24 During the full term of construction, CONTRACTOR shall purchase and maintain or cause to be
25 maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood
26 for the entire PROJECT, if applicable, including coverage for materials and supplies located on and
27 offsite but to be part of, or used in the construction of, the completed PROJECT. Policy shall also include
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1 as insured property, scaffolding, falsework, and temporary buildings located on the PROJECT site, and
2 the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and
3 temporary buildings separately, evidence of such separate coverage shall be provided to the
4 AUTHORITY prior to the start of the work. The Course of Construction coverage limit of insurance shall
5 equal or exceed the highest values exposed to loss at any one time during the project term. Policy shall
6 waive subrogation in favor of all of the AUTHORITY, Agencies, Districts, Special Districts, and
7 Departments of the County of Riverside, their respective directors, officers, Board of Commissioners,
8 Board of Supervisors, employees, elected or appointed officials, agents or representatives.

9 7.1.5 General Insurance Provisions - All lines:

- 10 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
11 of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
12 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
13 Manager waives a requirement for a particular insurer such waiver is only valid for that
14 specific insurer and only for one policy term.
- 15 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
16 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
17 such retention shall have the prior written consent of the County Risk Manager before the
18 commencement of operations under this Agreement. Upon notification of self-insured
19 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk
20 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured
21 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which
22 guarantees payment of losses and related investigations, claims administration, and defense
23 costs and expenses.
- 24 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
25 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and
26 certified original copies of Endorsements effecting coverage as required herein, and 2) if
27 requested to do so orally or in writing by the County Risk Manager, provide original
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1 Certified copies of policies including all Endorsements and all attachments thereto,
2 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
3 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
4 written notice shall be given to the AUTHORITY prior to any material modification,
5 cancellation, expiration or reduction in coverage of such insurance. In the event of a
6 material modification, cancellation, expiration, or reduction in coverage, this CONTRACT
7 shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date,
8 another properly executed original Certificate of Insurance and original copies of
9 endorsements or certified original policies, including all endorsements and attachments
10 thereto evidencing coverage's set forth herein and the insurance required herein is in full
11 force and effect. *CONTRACTOR shall not commence operations until the AUTHORITY*
12 *has been furnished original Certificate (s) of Insurance and certified original copies of*
13 *endorsements and if requested, certified original policies of insurance including all*
14 *endorsements and any and all other attachments as required in this Section, showing that*
15 *such insurance is in full force and effect. An individual authorized by the insurance carrier*
16 *to do so on its behalf shall sign the original endorsements for each policy and the*
17 *Certificate of Insurance.*4) It is understood and agreed to by the parties hereto that the
18 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S
19 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
20 not be construed as contributory.

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

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

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

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

7 **ARTICLE 8**

8 **PROJECT CLOSEOUT**

9 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
10 shall receive a certificate from CONTRACTOR that such portion of the PROJECT is ready for occupancy
11 or use, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only
12 when the WORK, including all phases thereof, is finally completed, and all requirements of this
13 CONTRACT have been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in
14 the office of the County Recorder.

15 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
16 AUTHORITY has received the following:

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

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

24 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste
25 materials, rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site.

26 If the CONTRACTOR has failed to remove any such items, the AUTHORITY may remove such items,
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1 and the CONTRACTOR shall pay the AUTHORITY for all costs incurred in connection with such
2 removal.

3 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for
4 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
5 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the
6 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction
7 Contract , including liquidated damages.

8 ARTICLE 9

9 APPLICABLE LAWS AND REGULATIONS

10 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,
11 HUD, the AUTHORITY and the Contractor each agree to comply with the following provisions:

12 9.1.1 Executive Order 11246.

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

17 9.1.2 Copeland "Anti-Kickback Act"

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

21 9.1.3 Davis-Bacon Act

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

1 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

6 9.1.5 Clean Air Act.

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

11 9.1.6 Energy Policy and Conservation Act.

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

15 9.1.7 Labor Code Section 1861 Certification

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

21 9.1.8 Government Standards.

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

3 **ARTICLE 10**

4 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

5 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
6 makes the following assurances, where applicable:

7 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
8 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

9 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
10 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
11 denied the benefits of, or subjected to, discrimination under any program or activity which receives
12 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
13 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
14 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
15 seq.).

16 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
17 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
18 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
19 services, including in any way making unavailable or denying a dwelling to any person because of race,
20 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
21 CONTRACTOR administer all programs and activities, which are related to housing and community
22 development, in such a manner as affirmatively to further fair housing.

23 10.1.4 Age Discrimination Act of 1975.

24 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

25 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
26 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

1 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers
2 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a
3 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments
4 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where
5 both employees and applicants for training and employment positions can see the notice. The notice shall
6 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
7 and location of the person(s) taking applications for each of the positions; and the anticipated date the
8 work shall being.

9 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
10 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
11 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
12 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
13 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
14 in violation of the regulations in 24 CFR Part 135.

15 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
16 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
17 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
18 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
19 CFR Part 135.

20 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
21 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
22 contracts.

23 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
24 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
25 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
26 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
27 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
28

1 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
2 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
3 but not in derogation of compliance with section 7(b).

4 **ARTICLE 12**

5 **BREACH AND TERMINATION**

6 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
7 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
8 of defective work or improper materials.

9 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
10 Clause 32 and 34.

11 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
12 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
13 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
14 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
15 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
16 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
17 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
18 Contract Documents.

19 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
20 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
21 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
22 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
23 possession of the PROJECT and all materials, equipment, tools and construction equipment and
24 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
25 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
26 receive any further payment under this CONTRACT.

1 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
2 the CONTRACTOR by exercising its right of termination under this section.

3 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
4 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
5 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
6 a change of venue in such proceedings to any other county.

7 **ARTICLE 13**

8 **MISCELLANEOUS PROVISIONS**

9 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
10 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
11 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
12 he/she shall promptly give notice in writing to AUTHORITY of such variance.

13 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
14 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
15 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
16 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
17 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
18 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

19 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
20 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
21 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
22 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
23 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
24 CONTRACT.

25 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
26 General Conditions shall prevail. In the event of duplication of provisions between the HUD 5370
27 General Conditions and the Supplemental General Conditions, the most stringent provision shall prevail.

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

5 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
6 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
7 represent that they have the authority to bind each respective party to the performance of its obligation
8 hereunder.

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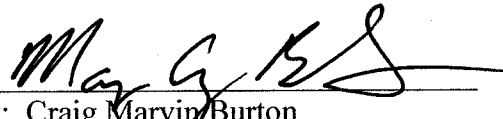
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1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Construction Contract this 4 day of February, 2014.

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

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6 **Housing Authority of the County of Riverside Contractor**


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8
9 
10 Jeff Stone, Chairman
11 Board of Commissioners

12 
13 By: Craig Marvin Burton
14 Its: President
15 License # 961841

16
17 **Attest:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 
21 Deputy

22
23 **Approved As To Form:**
24 Pamela J. Walls
25 County Counsel

26
27  1/3/14
28 Marsha Victor, Principal Deputy County Counsel

1 **Exhibit "A"**

2 **Scope of Work**

3
4 **1.0 DEVELOPMENT SITE LOCATION:**

5

Item #	Site Addresses
1	Rubidoux Village Townhomes 5591-5597 34 th Street Jurupa Valley, CA 92509

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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, State of
10 California and shall include furnishing all labor, material, equipment, tools, supplies, and services and
11 incidentals, and performing all work necessary for the construction of one (1) 900 SF maintenance building
12 in strict conformance with all of the Contract documents.

13 1.1.2 Plans provided, sheet nos. T1.0, A0.1, A0.2, A1.0, A2.0, A3.0, A4.0, A9.1, A9.2, A9.3, A9.4, T24-1, T-24-
14 2, T-24-3, S-1, S-1.1, S-2, S-3, S-4, S-5, MP1.1, MP1.2, E1.1, and E1.2 as approved on 9/30/13 by the City
15 of Jurupa Valley are part of the contract documents.

16 1.1.3 Addenda Nos. 1 through 3 to the specifications were issued to the approved plans and are a part of the
17 contrast.

18 1.1.4 Contractor to dispose of all materials off-site daily.

19 **1.2 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other
20 contract documents, or questions as to their meaning shall, at once, be brought to the attention of the
21 HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of
22 such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The
23 HACR will not be responsible for any other explanations or interpretations. Should anything in the scope
24 of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes
25 between the various trades involved, such information shall be promptly called to the attention of the
26 HACR.
27