

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

344  
A



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
February 11, 2014

**SUBJECT:** Warm-Air Heating, Ventilating and Air-Conditioning Replacement Project at the Broadway Manor Townhomes, District 1, [\$150,550] Department of Housing and Urban Development, Capital Fund Program

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

1. Accept the low bid by D. Webb, Inc., and award the construction contract to D. Webb, Inc. as the lowest responsive and responsible bidder, in the amount of \$136,864 for the removal and installation of 28 HVAC units at the Broadway Manor Townhomes;
2. Authorize the Chairman of the Board of Commissioners to sign the contract documents on behalf of the Housing Authority of the County of Riverside (HACR);

(Continued)

Robert Field  
Executive Director

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 150,550	\$ 0	\$ 150,550	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Department of Housing and Urban Development (HUD), Capital Fund Program				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2013/14	

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

**APPROVE**

BY:   
Rohini Dasika

County Executive Office Signature

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

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

**Ayes:** Jeffries, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** February 11, 2014  
**xc:** Housing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

**District:** 1/1

**Agenda Number:**

**10-1**

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: 1/29/14  
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
1/15/14  
DATE  
BY: MARSHAL VICTOR

A-30  Positions Added  Change Order  
 4/5 Vote

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

Housing Authority

**FORM 11:** Warm-Air Heating, Ventilating and Air-Conditioning Replacement Project at the Broadway Manor Townhomes, District 1, [\$150,550] Department of Housing and Urban Development, Capital Fund Program

**DATE:** February 11, 2014

Page 2 of 3

**RECOMMENDED MOTION**

(continued)

- 3. Approve the total project budget of \$150,550; 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. 2013-005 for the removal and installation of 28 Warm-Air Heating, Ventilating and Air-Conditioning (HVAC) units at the Broadway Manor Townhomes located at 16366, 16376, 16388, 16400, 16412, 16422, 16436 & 16448 Broadway Street, Lake Elsinore, CA 92530.

HACR staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and D. Webb, Inc. in the amount of \$136,864, and approve the construction project budget as follows:

Construction Contract	\$ 136,864
Contingency (10%)	\$ 13,686
<b>Total:</b>	<b>\$ 150,550</b>

A 10% construction contingency in the amount of \$13,686 has been included in the project budget to account for errors or omissions in the construction documents or changes in the scope of the project due to unforeseen site conditions.

**Impact on Residents and Businesses**

The new Energy Star rated units will assist in saving energy, resources, and continue the modernization of the Broadway Manor Townhomes. The project will enhance the cooling and heating of the livable space and have a positive impact on the residents of the Broadway Manor 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.

**Contract History and Price Reasonableness**

The HACR advertised an IFB with a bid opening date of January 3, 2014. The HACR received and opened four bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$136,864 compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable.

(Continued)

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

Housing Authority

**FORM 11:** Warm-Air Heating, Ventilating and Air-Conditioning Replacement Project at the Broadway Manor Townhomes, District 1, [\$150,550] Department of Housing and Urban Development, Capital Fund Program

**DATE:** February 11, 2014

Page 3 of 3

**BACKGROUND:**

**Summary** (Continued)

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. Certificates of Insurance
4. Construction Contract

Bond Number: 784204P  
Premium: \$2,737  
Premium is for Contract Terms  
And is subject to adjustment  
Based on Final Contract Price

**ATTACHMENT N**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS,

that D Webb Incorporated

as principal, and Indemnity Company of California

as surety, are held and firmly bound unto the Housing Authority of the County of Riverside in the sum of One hundred thirty six thousand eight hundred sixty four dollars

Lawful money of the United States of America, to be paid to the Housing Authority of the County of Riverside for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said principal has made a contract with the Housing Authority of the County of Riverside bearing date of 1/9/14, for construction at the Federally Assisted Project FB No. 2013-005 HVAC Replacement Project at the Broadway Manor Townhomes  
16366-16448 Broadway Street, Lake Elsinore, CA 92630

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Housing Authority of the County of Riverside with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be come null and void; otherwise it shall remain in full force and virtue.

In the event that the contract is abandoned by the contractor, or is terminated by the Housing Authority of the County of Riverside, the Housing Authority reserves for itself the right to take such action(s) as it deems necessary to complete the project and said contract.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 9th day of January 2014, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Dec:

Bond number: 784204P

In presence of:

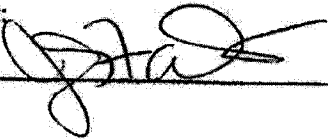

\_\_\_\_\_  
 (Individual Principal) (Seal)  
 \_\_\_\_\_  
 (Address) (Business Address)

\_\_\_\_\_  
 (Individual Principal) (Seal)  
 \_\_\_\_\_  
 (Address) (Business Address)

Attest:


\_\_\_\_\_  
 D Webb Incorporated  
 (Corporate Principal)  
 9066 Fortuna Ave, Yucca Valley CA 92284  
 (Business Address)

Attest:

 \_\_\_\_\_  
 By  - David Webb  
 (Affix Corporation Seal)

Title President

\_\_\_\_\_  
 Indemnity Company of California  
 (Corporate Surety)  
 17780 Fitch #200, Irvine CA 92614  
 (Business Address)

\_\_\_\_\_  
 By Doug Lindley-Attorney in fact  
 (Affix Corporation Seal) 

(Print or type the names underneath all signatures.)

The rate of premium on this bond is \$ 2.00 per thousand. The total amount of premium charged is \$ 2,737.00.

(The above is to be filled in by the surety company, and the Power of Attorney of the person signing must be attached.)

Bond number: 724204P

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 18726, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Ed Soo, Doug Lindley, Jody Fluke, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them heretofore is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and/or contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

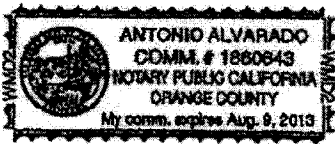
IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*  
Daniel Young, Vice-President  
By: *Stephan T. Pale*  
Stephan T. Pale, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Stephan T. Pale  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9th day of January 2014.

By: *Gregg Okura*  
Gregg Okura, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Placer )

On 1/9/14 before me, Jennifer Diane Browning, Notary Public,  
personally appeared, Doug Lindley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature



(Notary Public Seal)

----- OPTIONAL INFORMATION -----

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

Title or Type of Document \_\_\_\_\_

Date of Document \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signers(s) Other Than Named Above \_\_\_\_\_

ATTACHMENT O

PAYMENT BOND

(Public Works - Civil Code - 3247 et seq.)

The makers of this Bond are D Webb Incorporated  
as Principal and Original Contractor and Indemnity Company of California

Indemnity Company of California, a corporation authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract for IFB No. 2013-005, between Principal and Housing Authority of the County of Riverside, a public entity, as Owner, for \$ 136,864.00, the total amount payable. THE AMOUNT OF THIS BOND IS THE WHOLE OF SAID SUM. Said contract is for public work generally consisting of HVAC Replacement Project at the Broadway Manor Townhomes 16366-16448 Broadway Street, Lake Elsinore CA 92530

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in 3428, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated 1/13/14  
Original contractor - Principal

[Signature]

Indemnity Company of California

By Doug Lindley  
Its Attorney in Fact

[Signature]

By David Webb  
Title President  
(If Corporation, Affix Seal)

(Corporate Seal)

SURETY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

\* See attached \*

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of \_\_\_\_\_ a corporation, and acknowledges that he subscribed the name of said corporation thereto, and his own name as its attorney in fact.

Notary Public \_\_\_\_\_ (Seal)



Bond Number: 784204P

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 18726, IRVINE, CA 92621 (949) 263-3300

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RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

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By: *Daniel Young*  
Daniel Young, Vice-President

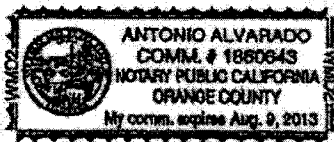
By: *S. T. Pale*  
Stephen T. Pale, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pale  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

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By: *Gregg Okury*  
Gregg Okury, Assistant Secretary

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State of California )  
County of Placer )

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WITNESS my hand and official seal.



JDB  
Notary Public Signature

(Notary Public Seal)

**OPTIONAL INFORMATION**

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Title or Type of Document \_\_\_\_\_

Date of Document \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signers(s) Other Than Named Above \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DWEBB-1

OP ID: JC

DATE (MM/DD/YYYY)

01/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Service Inc. Lic. #OC13473 215 Estates Dr. Ste. 1 Roseville, CA 95678 Doug Lindley, CRIS	<b>CONTACT NAME:</b> Ed Barr, CRIS	
	<b>PHONE (A/C, No, Ext):</b> 800-591-9692	<b>FAX (A/C, No):</b> 800-591-1845
<b>E-MAIL ADDRESS:</b> compmail@firstserviceweb.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Financial Pacific Insurance Co		31453
<b>INSURER B:</b> Everest National Insurance Co.		10120
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 D Webb Incorporated  
 9066 Fortuna Ave  
 Yucca Valley, CA 92284

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X	88313426	11/07/2013	11/07/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR		SCP5012231	11/07/2013	11/07/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	7600006456141	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Housing Authority of the County of Riverside is shown as Additional Insured with respect to liability arising out of operations performed by named insured. Job: HVAC Replacement Project at the Broadway Manor Townhomes @ 16366 - 16448 Broadway St; Lake Elsinore, CA

**CERTIFICATE HOLDER****CANCELLATION**

HOUSIN1  Housing Authority of the County of Riverside FAX: 951-688-6873 5555 Arlington Ave. Riverside, CA 92504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Julie Castaneda</i>
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POLICY NUMBER: 88313426

CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

CG 20 10R 12 11

Page 1 of 1






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Robert R. Dunn State Farm Insurance 7248 Joshua Lane Yucca Valley, CA 92284 	<b>CONTACT NAME:</b> Darcy Elless <b>PHONE (A/C No. Ext):</b> 760-365-7617 <b>FAX (A/C No.):</b> 760-228-3152 <b>E-MAIL ADDRESS:</b> darcy.elless.lq9g@statefarm.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> D Webb Inc. PO Box 1982 Yucca Valley, CA 92284	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>NAIC #</b> 25178	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (E & occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		202 6166-A08-55	01/08/2014	07/08/2014	COMBINED SINGLE LIMIT (E & accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <b>RETENTIONS</b> DED <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 195, Additional Remarks Schedule, if more space is required)

Project Description: IFB No.2013-005 - HVAC Replacement Project at the Broadway Manor Townhomes - 16366-16448 Broadway Street, Lake Elsinore, CA 92530

Certificate holder is listed as Additional Insured.

**CERTIFICATE HOLDER**

Housing Authority of the County of Riverside  
 5555 Arlington Avenue  
 Riverside, CA 92504

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Robert R. Dunn Agent by Darcy Elless, LSAT*

**6028AU ADDITIONAL INSURED  
(Prior Notice of Termination)**

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

It is agreed that **LIABILITY — COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

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

4                   **FOR THE HVAC REPLACEMENT PROJECT AT THE BROADWAY MANOR TOWNHOMES**  
5

6 This CONTRACT is made by and between the Housing Authority of the County of Riverside, a body  
7 corporate and politic, hereinafter referred to as "AUTHORITY", and **D. Webb, Inc.** hereinafter referred  
8 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 **Broadway Manor Townhomes located at 16366,**  
12                 **16376, 16388, 16400, 16412, 16422, 16436 & 16448 Broadway Street, Lake Elsinore,**  
13                 **CA 92530**, hereinafter referred to as "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. 2013-005.

- 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  
6 b. Non-Collusive Affidavit  
7 c. Designation of Subcontractors  
8 5. Payment and Performance Bonds  
9 6. Davis-Bacon Prevailing Wage Decision No. CA130028 Mod 18 12/20/13 CA28  
10 7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370  
11 (11/2006)  
12 8. Supplemental General Conditions  
13 9. Drawings and photographs  
14 10. Specifications  
15 11. Addenda

## 16 ARTICLE 2

### 17 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 the **HVAC Replacement Project located at the Broadway Manor**  
21 **Townhomes**, for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30  
22 a.m. to 5:30 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.



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 **forty-five (45) calendar**  
23 **days** following the said date. Time is of the essence under this CONTRACT as to each provision in  
24 which time of performance is a factor.

1 3.2 Liquidated Damages

2 3.2.1 If the CONTRACTOR fails to complete the PROJET within the time specified in the  
3 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370  
4 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of  
5 **\$300.00** for each day of delay. If different completion dates are specified in the contract for separate parts  
6 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which  
7 are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another  
8 clause in this CONTRACT, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR  
9 remains liable for damages caused other than by delay.

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

14 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the  
15 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

16 **ARTICLE 4**

17 **CONTRACT SUM**

18 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the  
19 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **One-**  
20 **Hundred Thirty Six Thousand Eight Hundred Sixty Four and 00/100 Dollars (\$136,864).**

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

24 4.1.1 All construction contracts for construction, alternation, or repair (including painting and  
25 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall  
26 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR

1 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not  
2 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).  
3 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is  
4 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards  
5 Provisions (HUD-5370 Clause No. 46).

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

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

13 **ARTICLE 5**  
14 **PROGRESS PAYMENTS**

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

19 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or  
20 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for  
21 payment requesting progress payment. Approved applications for progress payments will be paid by the  
22 30<sup>th</sup> day of each month, provided that the application for payment has been submitted to the  
23 AUTHORITY on or before the first working day of the month.

24 //  
25 //  
26 //

1 **ARTICLE 6**

2 **INDEMNIFICATION AND HOLD HARMLESS**

3 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its  
4 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of  
5 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and  
6 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability  
7 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon  
8 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising  
9 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs  
10 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or  
11 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

12 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
13 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the  
14 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;  
15 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits  
16 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

17 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided  
18 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action  
19 or claim involved.

20 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or  
21 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from  
22 third party claims.

23 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this  
24 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
25 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

1 **ARTICLE 7**

2 **INSURANCE**

3 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the  
4 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole  
5 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to  
6 the insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of  
7 Riverside, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their  
8 respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or  
9 appointed officials, agents or representatives as Additional Insureds.

10 7.1.1. Workers' Compensation:

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

16 7.1.2 Commercial General Liability:

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

24 7.1.3 Vehicle Liability:

25 If vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT,  
26 then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so

1 used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance  
2 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
3 times the occurrence limit. Policy shall name the AUTHORITY as Additional Insureds.

4           7.1.4 Course of Construction Insurance:

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

17           7.1.5 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

1 commencement of operations under this Agreement. Upon notification of self-insured  
2 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk  
3 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured  
4 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which  
5 guarantees payment of losses and related investigations, claims administration, and defense  
6 costs and expenses.

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

1 *Certificate of Insurance*. 4) It is understood and agreed to by the parties hereto that the  
2 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S  
3 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall  
4 not be construed as contributory.

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

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

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

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

18 **ARTICLE 8**

19 **PROJECT CLOSEOUT**

20 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY  
21 shall receive a certificate from CONTRACTOR that such portion of the PROJECT is ready for occupancy  
22 or use, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only  
23 when the WORK, including all phases thereof, is finally completed, and all requirements of this  
24 CONTRACT have been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in  
25 the office of the County Recorder.  
26



1 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the  
2 AUTHORITY has received the following:

- 3 1. A Certificate of Completion executed by the AUTHORITY.
- 4 2. All guarantees and warranties issued by the manufacturers or installers of appliances or  
5 other component parts of the WORK. CONTRACTOR guarantees that the equipment, materials, and  
6 workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials  
7 and workmanship for a period of one year following final acceptance of the project.
- 8 3. The waiver and release of all liens, claims of liens, or stop notice rights of the  
9 CONTRACTOR and all subcontractors, and the CONTRACTORS' Certificate and Release.
- 10 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste  
11 materials, rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site.  
12 If the CONTRACTOR has failed to remove any such items, the AUTHORITY may remove such items,  
13 and the CONTRACTOR shall pay the AUTHORITY for all costs incurred in connection with such  
14 removal.

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

## 20 **ARTICLE 9**

### 21 **APPLICABLE LAWS AND REGULATIONS**

22 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,  
23 HUD, the AUTHORITY and the Contractor each agree to comply with the following provisions:

24 9.1.1 Executive Order 11246.

25 For all construction contracts awarded in excess of \$10,000 by AUTHORITY, CONTRACTOR hereby  
26 agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment

1 Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in  
2 Department of Labor Regulations (41 CFR Chapter 60).

3 9.1.2 Copeland “Anti-Kickback Act”

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

7 9.1.3 Davis-Bacon Act

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

14 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

19 9.1.5 Clean Air Act.

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

24 //

25 //

26 //

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 County  
14 of Riverside 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,

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

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

13 10.1.4 Age Discrimination Act of 1975.

14 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

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

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

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

23 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
24 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
25 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
26 provision of law and each clause, which is required by law to be inserted in this CONTRACT, shall be

1 deemed to have been inserted herein, and this CONTRACT shall be read and enforced as though such  
2 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such  
3 provision is not inserted or is inserted incorrectly, this CONTRACT shall forthwith be physically  
4 amended to make such insertion or correction upon the application of either part.

## 5 **ARTICLE 11**

### 6 **HUD SECTION 3 REQUIREMENTS**

7 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
8 included as a part of this CONTRACT.

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

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

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

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

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

12 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,  
13 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted  
14 contracts.

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

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1 **ARTICLE 12**

2 **BREACH AND TERMINATION**

3 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any  
4 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance  
5 of defective work or improper materials.

6 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions  
7 Clause 32 and 34.

8 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD  
9 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is  
10 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the  
11 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt  
12 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,  
13 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in  
14 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the  
15 Contract Documents.

16 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior  
17 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR  
18 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent  
19 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take  
20 possession of the PROJECT and all materials, equipment, tools and construction equipment and  
21 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT  
22 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to  
23 receive any further payment under this CONTRACT.

24 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against  
25 the CONTRACTOR by exercising its right of termination under this section.

1 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a  
2 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the  
3 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for  
4 a change of venue in such proceedings to any other county.

5 **ARTICLE 13**

6 **MISCELLANEOUS PROVISIONS**

7 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and  
8 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any  
9 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,  
10 he/she shall promptly give notice in writing to AUTHORITY of such variance.

11 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the  
12 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete  
13 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any  
14 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,  
15 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of  
16 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

17 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,  
18 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or  
19 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid  
20 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or  
21 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this  
22 CONTRACT.

23 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the  
24 General Conditions shall prevail. In the event of duplication of provisions between the HUD 5370  
25 General Conditions and the Supplemental General Conditions, the most stringent provision shall prevail.  
26 In the event of a conflict between the contract and any applicable state or local law or regulation, the state



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

4 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they  
5 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and  
6 represent that they have the authority to bind each respective party to the performance of its obligation  
7 hereunder.

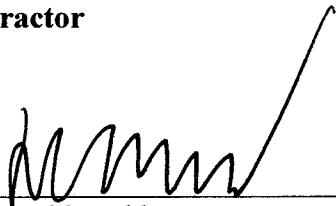
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1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to  
2 execute this Construction Contract this 11 day of February 2014.

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

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

7  
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9 \_\_\_\_\_  
10 Jeff Stone, Chairman  
11 Board of Commissioners

12   
13 \_\_\_\_\_  
14 By: David Webb  
15 Its: President  
16 License # 794667

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

20   
21 \_\_\_\_\_  
22 Deputy

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

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28 \_\_\_\_\_  
29 Marsha Victor, Principal Deputy County Counsel

**Exhibit "A"**  
**Scope of Work**

**1.0 DEVELOPMENT SITE LOCATION:**

Item #	Site Addresses
1	Broadway Manor Townhomes 16366-16448 Broadway Street Lake Elsinore, CA 92530

**1.1 GENERAL SPECIFICATIONS OF WORK**

- 1.1.1 The work under this contract shall be performed in the City of Lake Elsinore, County of Riverside, and State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the removal and installation of twenty-eight (28) new HVAC units in strict conformance with all of the Contract documents.
- 1.1.2 Plans provided, sheet nos. A1.0, A2.0, A3.0, S-1.0, S-2.0 and S-2.1 as approved on 1/6/14 by the County of Riverside, Economic Development Agency, Design and Construction are part of the contract documents.
- 1.1.3 Addenda Nos. 1 through 2 to the specifications were issued to the approved plans and are a part of the contract.
- 1.1.4 Remove 28 existing A/C units on 8 buildings – 24 units on 2 story townhouses (785 sq. ft.) and 4 units on single story ADA (Handicap) units (805 sq. ft.). Remove all roof mounted dual package air conditioners, supports, and associated hardware.
- 1.1.5 Remove all ductwork in attic spaces in all 28 units. Contractor to leave existing ceiling to attic adapter (supply box) in each room and reattach new duct and air supply registers to existing supply box.
- 1.1.6 Install 28 (new) – 2 ½ ton roof mounted dual package -gas heater/air conditioner units, 14 SEER (Energy Star” rated using R-410A refrigerant). Unit weight not to exceed 400 lbs.
- 1.1.7 Furnish an adjustable pitched roof curb for each unit for support of unit to allow unit to be level from pitch of roof. Install per manufactures specifications and instructions. All roof jacks, curbs, or any other roof

1 penetration is to be properly sealed with appropriate roofing materials. Roof curb will be mounted over  
2 existing plenum opening, provide blocking and fastening if necessary. Existing plenum to be cut back so  
3 supply and return air ducts can be reversed to accept new unit supply and return by use of appropriate flex  
4 duct material.

5 1.1.8 Furnish and install all appropriately sized insulated type HVAC ducting. Existing permanent metal ducting  
6 that penetrates between first and second floor levels is to remain in place.

7 1.1.9 Provide appropriately sized 3 to 4 way louver adjustable blade supply air registers to all rooms in each  
8 apartment unit (living areas).

9 1.1.10 Install new return air register grill and filter in its existing location.

10 1.1.11 All units will have a new 7-day programmable thermostat installed at a location closest to the return air  
11 duct. Provide thermostat instructions for residents in both English and Spanish.

12 1.1.12 Replace electrical power disconnects and gas shut off valves that are located at each unit. Replace all  
13 flexible gas supply lines to heater.

14 1.1.13 All units have an electrical sub panel located inside the unit on the first floor where power is supplied to  
15 roof HVAC unit. Install appropriately sized circuit breaker to serve HVAC unit and wiring if necessary.

16 1.1.14 Unit condensate line to be attached to existing PVC pipe drain in which is connected to roof sewer vent  
17 pipe from bathroom located in attic space.

18 1.1.15 Contractor to field verify all sizes of units (BTU rating) and dimensions to install the lightest unit in weight  
19 (not to exceed 400 lbs.) and physical size to maintain a lowest profile possible and provide unit  
20 manufacturer with data sheet specifications with all equipment submittals.

21 1.1.16 A Home Energy Rating System (HERS) test to be performed by a certified third-party field verifier (not  
22 affiliated with the removal and installation HVAC contractor). The results and documentation of testing  
23 performed by the HERS rater shall be delivered to HACR at project completion. Note: The certified HERS  
24 rater must be certified by a Residential Energy Services Network (RESNET) Accredited Rating Provider.  
25

26 1.1.17 Contractor to dispose of all materials off-site daily.

1 **1.2 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other  
2 contract documents, or questions as to their meaning shall, at once, be brought to the attention of the  
3 HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of  
4 such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The  
5 HACR will not be responsible for any other explanations or interpretations. Should anything in the scope  
6 of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes  
7 between the various trades involved, such information shall be promptly called to the attention of the  
8 HACR.

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