

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

370  
A



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
March 12, 2015

**SUBJECT:** Shade Structure and Enclosure Project at the Villas de Josue Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4. [\$128,829], Low and Moderate Income Housing Asset Funds 100%

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

1. Accept the low bid by Coachella Valley Construction & Engineering, and award the construction contract to Coachella Valley Construction & Engineering as the lowest responsive and responsible bidder, in the amount of \$117,117 for the installation of a shade structure, trash and well enclosures and ancillary capital improvements at the Villas de Josue Mobile Home Park;
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<br>(per Exec. Office)                                        |
|-----------------------------------------------|----------------------|-------------------|-------------|---------------------------|-----------------------------------------------------------------------------|
| COST                                          | \$ 128,829           | \$ 0              | \$ 128,829  | \$ 0                      | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST                               | \$ 0                 | \$ 0              | \$ 0        | \$ 0                      |                                                                             |
| <b>SOURCE OF FUNDS:</b> LMIH Asset Funds 100% |                      |                   |             | <b>Budget Adjustment:</b> |                                                                             |
|                                               |                      |                   |             | For Fiscal Year: 2014/15  |                                                                             |

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

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

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

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 24, 2015  
 xc: Housing

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

**10-2**

FORM APPROVED COUNTY COUNSEL 2/17/15  
BY: GREGORY P. PRIAMOS DATE

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Esteban Hernandez 3/11/15

A-30  
 4/5  
 Vote  
 Positions Added  
 Change Order

Departmental Concurrence

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

Housing Authority

**FORM 11:** Shade Structure and Enclosure Project at the Villas de Josue Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4, [\$128,829], Low and Moderate Income Housing Asset Funds 100%

**DATE:** March 12, 2015

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**RECOMMENDED MOTION:** (Continued)

3. Approve the total construction project budget of \$128,829; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement and accomplish the contract including, but not limited to, signing administrative documents that do not substantially change the contract, subject to approval by County Counsel.

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Villas de Josue Mobile Home Park (Property) located at 88-100 Avenue 57, Thermal, CA 92274 with an Assessor's Parcel Number 757-110-023. The Property was in need of substantial rehabilitation and has gone through a number of recent improvements such as the installation of a new water storage tank, septic system, perimeter fencing, and carports. These projects have delivered immediate and effective health and safety improvements to the park. The Property had various code violations, issues with vandalism, illegal dumping and the Property was not a permitted mobile home park. The park was recently permitted in July 2014 as part of the efforts to bring the mobile home park into compliance with County of Riverside land use requirements.

The Housing Authority is proposing to continue enhancing park amenities by installing a variety of capital improvements such as additional fencing, landscaping, internal park street improvements that include curb, sidewalk, gutter, ancillary pedestrian walkways, solar light poles, a playground area, and other associated improvements. Specifically, this motion is proposing to install a shade structure, a trash and water well enclosure, entrance pilasters, and an entry monument sign.

HACR staff recommends that the Board of Commissioners (BOC) approve and award the construction contract between the HACR and Coachella Valley Construction & Engineering in the amount of \$117,117, and approve the construction project budget as follows:

|                       |                   |
|-----------------------|-------------------|
| Construction Contract | \$ 117,117        |
| Contingency (10%)     | \$ 11,712         |
| <b>Total:</b>         | <b>\$ 128,829</b> |

A 10% construction contingency in the amount of \$11,712 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 Citizens and Businesses**

Approving this item will have a positive impact on the citizens and businesses of the unincorporated community of Thermal. The proposed project is expected to generate temporary construction jobs. Additionally, the new park improvements will enhance safety and security and create an amenable living space for existing and future park residents. These and future improvements will positively impact the residents of the Villas de Josue Mobile Home Park and improve the surrounding neighborhood. The improvements may increase property values and provide additional property tax revenue to the local jurisdictions.

(Continued)

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Housing Authority

**FORM 11:** Shade Structure and Enclosure Project at the Villas de Josue Mobile Home Park in the Unincorporated Community of Thermal – Award of Construction Contract, District 4, [\$128,829], Low and Moderate Income Housing Asset Funds 100%

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**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the County's contribution to the project will be fully funded with Low and Moderate Income Housing Asset Funds.

**Contract History and Price Reasonableness**

The HACR advertised an Invitation for Bid (IFB) No. 2014-007 with a bid opening date of January 21, 2015. The bidding process commenced on December 18, 2014 with the posting of the proposed project at the Mission Reprographics website, an online plan room, for maximum exposure. A legal public notice was posted at the Desert Sun and Press Enterprise once a week for two consecutive weeks. A non-mandatory pre-bid conference (job walk) was held on January 7, 2015.

The HACR received and opened six bids. Coachella Valley Construction & Engineering was the lowest apparent bidder that responded to the solicitation. The cost proposed by the lowest bidder at \$117,117 compares well with the other bid amounts and our independent cost estimate. Accordingly, the proposed cost is deemed to be appropriate, fair and reasonable.

County Counsel and staff reviewed the submitted bid and determined that Coachella Valley Construction & Engineering as the lowest responsive and responsible bidder.

**Attachments:**

- Construction Contract (2)



- 1 1.1.2 IFB, including:
  - 2 a. Form of Bid
  - 3 b. Bid Bond, as applicable
  - 4 c. Form of Non-Collusive Affidavit
  - 5 d. Contractor Designation Form
- 6 1.1.3 Payment and Performance Bonds
- 7 1.1.4. California General Prevailing Wage Determination:
- 8 1.1.5. HASA General Conditions
- 9 1.1.6. Drawings and photographs
- 10 1.1.7. Specifications
- 11 1.1.8 Addenda

12 **ARTICLE 2**

13 **STATEMENT OF PROJECT WORK**

14 2.1 Scope of Services

15 CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all  
16 Work for the PROJECT identified as **Shade Structure and Enclosure Project at the Villas de Josue**  
17 **Mobile Home Park**, for the AUTHORITY. CONTRACTOR shall perform all services Monday –  
18 Friday, 7:30 a.m. to 5:30 p.m.

19 2.1.1. The full Scope of Work is described in the Contract Documents and more specifically in  
20 the approved plans and specifications.

21 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda  
22 thereto and the drawings included therein, all as prepared by the AUTHORITY.

23 2.2 Site Conditions

24 Data provided in the specifications and drawings are believed to depict the conditions to be encountered  
25 by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or  
26 complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and  
27 all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S

1 submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement  
2 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a  
3 careful and thorough examination, to its satisfaction of: the Contract Documents, and other information  
4 provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements;  
5 the visible conditions at the site and its surroundings, visible conditions of existing improvements and  
6 their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site  
7 concurrently under construction; and all information concerning visible and concealed conditions above  
8 and below the surface of the ground at the site and in existing improvements, including without limitation,  
9 surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either  
10 provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for  
11 review in the public records.

### 12 ARTICLE 3

#### 13 TIME OF COMMENCEMENT AND COMPLETION

##### 14 3.1 Time for Completion

15 The Work, as defined in the General Conditions, to be performed under this CONTRACT shall  
16 commence within ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the  
17 date specified in the Notice, whichever is later, and shall be completed within **forty-five (45) calendar**  
18 **days** following the said date. Time is of the essence under this CONTRACT as to each provision in  
19 which time of performance is a factor.

##### 20 3.2 Liquidated Damages

21 3.2.1. If the CONTRACTOR fails to complete the PROJCT within the time specified in the  
22 Contract, or any extension, as specified in the clause entitled Default (HASA General Conditions), the  
23 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three Hundred U.S.**  
24 **Dollars (\$300.00)** for each day of delay. If different completion dates are specified in the contract for  
25 separate parts or stages of the Work, the amount of liquidated damages shall be assessed on those parts or  
26 stages which are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused  
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1 under another clause in this CONTRACT, liquidated damages shall not be due the AUTHORITY. The  
2 CONTRACTOR remains liable for damages caused other than by delay.

3 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting  
4 damage will consist of liquidated damages until such reasonable time as may be required for final  
5 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in  
6 completing the PROJECT.

7 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the  
8 resulting damage will consist of liquidated damages until the PROJECT is completed or accepted.

9 **ARTICLE 4**

10 **CONTRACT SUM**

11 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the  
12 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of **One**  
13 **Hundred Seventeen Thousand One Hundred Seventeen and 00/100 U.S. Dollars (\$117,117.00).**

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

17 4.1.1 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all  
18 individuals performing work, for all construction contracts awarded by AUTHORITY in excess of \$1,000.  
19 The CONTRACTOR hereby agrees to comply with the California Residential Prevailing Wage  
20 Determination pursuant to the California Code of Regulations Section 16001(d); residential projects  
21 consist of single-family homes and apartments up to and including four stories. The residential  
22 determination applies only to the residential portion of the project meeting this definition. Construction of  
23 any structures or ancillary facilities on the project that does not meet this definition requires the payment  
24 of the general commercial prevailing wage rates. The General Prevailing Wage Determination Rates  
25 pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 for  
26 Commercial Building, Highway, Heavy Construction and Dredging Projects. The labor services and other  
27 work to be performed pursuant to this Contract is "public works" or "maintenance" subject to California

1 Labor Code Section Sections 1720, 1770, 1771 and 1774. The prevailing wage rates issued by the  
2 California Department of Industrial Relations may be adjusted by the State of California during the term  
3 of this agreement. These prevailing wage rates are available on the State of California Department of  
4 Industrial Relations website at <http://www.dir.ca.gov>. Therefore, it shall be mandatory upon the  
5 CONTRACTOR to whom the Contract is awarded, and upon each subcontractor under him, to pay all  
6 laborers and workmen employed in the execution of the Contract not less than the applicable wage rates  
7 for each craft or type of laborer or workman so employed.

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

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

## 15 **ARTICLE 5**

### 16 **PROGRESS PAYMENTS**

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

21 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or  
22 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for  
23 payment requesting progress payment. Approved applications for progress payments will be paid by the  
24 30<sup>th</sup> day of each month, provided that the application for payment has been submitted to the  
25 AUTHORITY on or before the first working day of the month.

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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.

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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  
27 used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance

1 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
2 times the occurrence limit. Policy shall name the AUTHORITY as Additional Insureds.

3 7.1.4 General Insurance Provisions - All lines:

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

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

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

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

1 **ARTICLE 8**

2 **PROJECT CLOSEOUT**

3 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY  
4 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use, and shall  
5 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the  
6 WORK, including all phases thereof, is finally completed, and all requirements of this CONTRACT have  
7 been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in the office of the  
8 County Recorder.

9 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the  
10 AUTHORITY has received the following:

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

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

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

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

23 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for  
24 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of  
25 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the  
26 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction  
27 Contract , including liquidated damages.

1 **ARTICLE 9**

2 **BREACH AND TERMINATION**

3 9.1 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 9.2 Termination for Default (Cause) or Convenience as detailed in the HASA General Conditions.

7 9.3 In addition to any right of termination reserved to AUTHORITY by the HASA General  
8 Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is adjudged  
9 bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the CONTRACTOR  
10 makes a general assignment for the benefit of his/her creditors, fails to make prompt payment to  
11 subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or  
12 orders of any public authority having jurisdiction, fails to construct the PROJECT in accordance with the  
13 Drawings and Specifications, or otherwise substantially violates any provision of the Contract  
14 Documents.

15 9.4 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior  
16 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR  
17 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent  
18 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take  
19 possession of the PROJECT and all materials, equipment, tools and construction equipment and  
20 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT  
21 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to  
22 receive any further payment under this CONTRACT.

23 9.5 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against  
24 the CONTRACTOR by exercising its right of termination under this section.

25 9.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a  
26 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the  
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1 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for  
2 a change of venue in such proceedings to any other county.

3 **ARTICLE 10**

4 **MISCELLANEOUS PROVISIONS**

5 10.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and  
6 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any  
7 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,  
8 he/she shall promptly give notice in writing to AUTHORITY of such variance.

9 10.2 The Contracting Officer, as defined in the HASA General Conditions, must be notified in writing  
10 by the CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete  
11 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any  
12 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,  
13 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of  
14 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

15 10.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,  
16 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or  
17 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid  
18 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or  
19 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this  
20 CONTRACT.

21 10.4 In the event of a conflict between the HASA General Conditions and the Specifications, the  
22 HASA General Conditions shall prevail. In the event of a conflict between the contract and any applicable  
23 state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or  
24 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,  
25 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive  
26 Order shall prevail.

1 10.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they  
2 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and  
3 represent that they have the authority to bind each respective party to the performance of its obligation  
4 hereunder.

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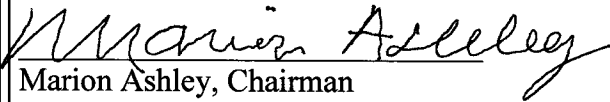


1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to  
2 execute this Contract this 24th day of March, 2015.

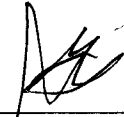
3 (to be filled in by the Clerk of the Board)

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

**Contractor**

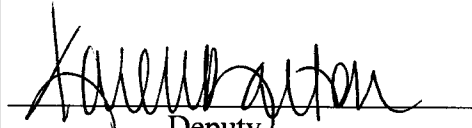
5  
6 

7 Marion Ashley, Chairman  
8 Board of Commissioners

  
9  
10 By: David Cordero  
11 Its: Owner  
12 License #: 842380

13 **Attest:**

14 Kecia Harper-Ihem  
15 Clerk of the Board

16   
17 Deputy

18 **Approved As To Form:**

19 Gregory P. Priamos  
20 County Counsel

21   
22 Neal Kipnis, Deputy County Counsel

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

1.0 DEVELOPMENT SITE LOCATION:

| Item # | Site Addresses                                                      |
|--------|---------------------------------------------------------------------|
| 1      | Hernandez Mobile Home Park<br>88-100 Avenue 57<br>Thermal, CA 92274 |

1.0.1 The project is in the unincorporated community of Thermal, County of Riverside.

2.0 GENERAL SPECIFICATIONS OF WORK

2.1 The work under this contract shall be performed in Riverside County (Unincorporated Community of Thermal), State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the installation, erection and construction of the shade structure, a trash and water well enclosure, entrance pilasters, and an entry monument sign and any required and associated improvements in strict conformance with all of the Contract documents.

2.1.1 Plans provided, sheet T1.0 (Title Sheet/Sheet Index and Vicinity Map), sheet A1.0 (Site Plan), sheet A2.0 (Entry Columns, Trash & Well Enclosures), sheet A3.0 (Entry Column Shade Structure) and sheet MS1.0 (Monument Sign) dated 12/15/2014 prepared by Pearson Architects, Inc. are part of the scope of work.

2.1.2 Contractor will provide/furnish the engineered drawings and/or shop drawings from the shade structure manufacturer or any other manufacturer and the HACR will obtain the necessary construction/building permits from the County of Riverside Transportation and Land Management Agency (TLMA) for the installation, erection and construction of the

1 shade structure, a trash and water well enclosure, entrance pilasters, and an entry  
2 monument sign if required.

3 2.1.3 Contractor will provide construction surveys to establish "control stakes", also known as  
4 "grade stakes" for basic line and grade for project construction.

5 2.1.4 The preliminary soils report prepared by Sladden Engineering dated July 23, 2014 was  
6 made available as reference material during the solicitation phase (IFB # 2014-007) of the  
7 proposed project.

8 2.2 Interpretation of the Documents: Should Contractor discover what he perceives to be conflicts,  
9 omissions, or errors in the Contract Documents, or have any question concerning interpretation or  
10 clarification of the Contract Documents, or if it appears that the work to be done or any matters relative  
11 thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with  
12 the work affected, Contractor shall notify HACR's authorized representative in writing, and request  
13 interpretation, clarification, or additional detailed information concerning the work. The Contractor shall  
14 ask for the clarification (Request for Information) immediately upon discovery but no less than 14  
15 calendar days prior to the start date of the activities related to the clarification, based on the latest  
16 updated version of the accepted Progress Schedule. HACR, whose decision shall be final and conclusive,  
17 shall resolve such questions and issue instructions to Contractor. Should Contractor proceed with work  
18 affected before receipt of instructions from HACR, Contractor shall remove and replace or adjust work  
19 which is not in accordance with the instructions from HACR and shall be responsible for resultant  
20 damage, defect or added cost.

21 2.3 Caution to Contractor: Contractor is cautioned not to merely examine the plans and specifications,  
22 since requirements are imposed upon the contractor by various other portions of the IFB and the Contract  
23 Documents.  
24  
25  
26  
27  
28