

carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) OWNER shall cause OWNER's insurance carrier(s) to furnish the Housing Authority of the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by COUNTY Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Housing Authority of the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Housing Authority of the County of Riverside receives, prior to such effective date, another Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required

herein is in full force and effect. OWNER shall not commence operations until COUNTY has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that OWNER's insurance shall be construed as primary insurance, and Housing Authority of the County of Riverside's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years Housing Authority of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in

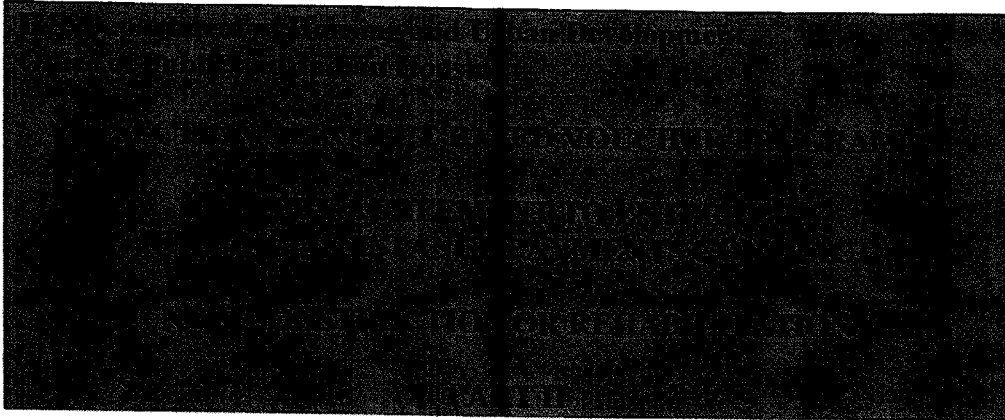
COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by OWNER has become inadequate.

6) OWNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Housing Authority of the County of Riverside.

8) OWNER agrees to notify Housing Authority of the County of Riverside of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Form HUD 52531B



This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2.1 Training, Employment and Contracting Opportunities

- (a) The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- (b) The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:
 - (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
 - (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 EQUAL EMPLOYMENT OPPORTUNITY

- (a) The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (b) The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- (c) The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information

as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

- (d) The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 RESERVED

2.4 HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within the 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such

violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee

rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations: Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 *et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and

Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.5-2.7 RESERVED

2.8 WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 RESERVED

2.10 EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.

(b) The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 FLOOD INSURANCE

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.



U.S. Department of Housing
and Urban Development
Los Angeles Field Office
611 W. 6th Street
Los Angeles, CA 90017

Environmental Assessment for HUD-funded Proposals

Recommended format per 24 CFR 58.36, revised February 2004
[Previously recommended EA formats are obsolete].

Project Identification: Vista Rio Apartments

Preparer: Stephanie Adams, Housing Specialist III

Responsible Entity: County of Riverside

Month/Year: June-2015

JUN 30 2015 3-21

Environmental Assessment

Responsible Entity: Riverside County Economic Development Agency

[24 CFR 58.2(a)(7)]

Certifying Officer: Chairman Riverside County Board of Supervisors

[24 CFR 58.2(a)(2)]

Project Name: Vista Rio Apartments

Project Location: The proposed project is located on a 3.87 acre parcel, located in the City of Jurupa Valley at 3901 Briggs Street, between Mission Boulevard and Tilton Avenue. APN: 181-041-015-4.

Estimated total project cost: \$13,959,861

Grant Recipient: Jurupa Valley Vista Rio Partners, L.P.

[24 CFR 58.2(a)(5)]

Recipient Address: 15635 Alton Parkway, Suite 375, Irvine, CA 92618

Project Representative: Steve Hernandez

Telephone Number: 949-878-9364

Conditions for Approval: (List all mitigation measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements). [24 CFR 58.40(d), 40 CFR 1505.2(c)]
See Recommended Mitigation Measures as listed on Page 10.

FINDING: [58.40(g)]

☒ **Finding of No Significant Impact**

(The project will not result in a significant impact on the quality of the human environment)

☐ **Finding of Significant Impact**

(The project may significantly affect the quality of the human environment)

Preparer Signature: Stephanie Adams

Date: 6/17/15

Name/Title/Agency: Stephanie Adams, Housing Specialist III, Economic Development Agency

RE Approving Official Signature: Marion Ashley

Date: 6/30/15

MARION ASHLEY

Name/Title/Agency: Chairman Riverside County Board of Supervisors

ATTEST:

KECIA HARPER-IHEM, Clerk

By Kecia Harper-Ihem
DEPUTY

Statement of Purpose and Need for the Proposal: [40 CFR 1508.9(b)]

Jurupa Valley Vista Rio Partners, LP, affordable housing developer is proposing to use \$1,000,000 in HOME funds for the development and construction of a 39-unit multi-family housing complex in the City of Jurupa Valley.

Description of the Proposal: Include all contemplated actions which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

The Project will consist of 39 units, 26 two-bedroom units and 13 three-bedroom units. One two bedroom unit will be set aside as a manager's unit.

On site amenities will include a 3,093 square foot community room, computer lab, exercise facility, game room, media room and a pool. On-site services will include literacy classes, computer training, after school programs and nutrition and wellness programs.

The estimated total cost for the Project is \$13,959,861. Sources of funds will include Low-Moderate Income Housing Asset Funds in the amount of \$1,500,000, HOME funds in the amount of \$1,000,000, other sources of financing include Tax Credit Equity in the amount of \$9,701,539, a conventional loan in the amount of \$929,308, predevelopment funds in the amount of \$398,214 from the former Redevelopment Agency for the County of Riverside to facilitate all entitlement work, which has been expended in full and a waiver of Developer Impact Fees by the City of Jurupa Valley in the amount of \$430,800.

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings, and trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

The project is located in the City of Jurupa Valley and is surrounded by vacant land, commercial retail and residential housing.

The trends of the substandard housing conditions in the immediate area do not appear to improve unless new units are built. The demand for affordable housing continues to grow. Constructing new units at the site would be beneficial for the surrounding area.

STATUTORY WORKSHEET

Use this worksheet only for projects that are Categorically Excluded per 24 CFR Section 58.35(a). (Note: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented).

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Project Name: Vista Rio Apartments

DIRECTIONS - Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; OR write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Factors	Status (A/B)	Determination and Compliance Documentation
Historic Preservation [36 CFR 800]	A	The proposed Project is not expected to have an adverse impact on any historic, architectural or cultural resource. On February 21, 2011 CRM Tech completed a Phase I Cultural Resources Assessment and concluded that no historical resources exist within or adjacent to the project area; therefore no mitigation measures will be necessary and no further cultural investigation is necessary. The Phase I Cultural Resources Assessment did state that if

		<p>buried cultural materials are discovered during any earth moving operations associated with the project, all work in that area shall be halted or diverted until a qualified archeologist can evaluate the nature and significance of the finds (CRM TECH Phase I Cultural Resources Assessment, dated 2/21/2011). On May 5, 2015 the County of Riverside submitted a Historical Verification Report to State Historic Preservation Office (SHPO) and the 30 day review period ended on June 6, 2015. Tribal Consultation letters were sent out on March 24, 2015. A response was received from the Morongo Band of Mission Indians on March 30, 2015 stating that the project is out of the tribe's area of cultural affiliation and interest and requested that the County of Riverside consult with the San Manuel Band of Mission Indians. On May 18, 2015 the County of Riverside submitted a consultation letter to the San Manuel Band of Mission Indians and did not receive any correspondence within the 30 day review period. A response was also received from the Agua Caliente Band of Cahuilla Indians on April 2, 2015 stating that the project is out of the tribes Traditional Use Area. <i>Source:</i></p> <p>CRM TECH Phase I Cultural Resources Assessment, dated 2/21/2011</p> <p>Notification from the Morongo Band of Mission Indians, dated 3/30/15.</p> <p>Notification from Agua Caliente Band of Cahuilla Indians, dated 4/2/15</p>
Floodplain Management [24 CFR 55, Executive Order 11988]	A	<p>The project does not involve property acquisition, management, construction or improvements within a 100 year floodplain (Zones A or V) and does not involve a "critical action" within a 500 year floodplain (http://msc.fema.gov). In the Phase I Environmental Site Assessment, dated 7/26/10 it was stated that according to EDR, the subject property is not located within a 100-year or a 500-year floodplain, Flood Map Number 06065C.</p> <p><i>Source:</i> Phase I Environmental Site Assessment, dated 7/26/10 www.fema.gov</p>
Wetlands Protection [Executive Order 11990]	A	<p>The Project is not within or near a wetland identified by or delineated on maps issue by the US Fish and Wildlife Service or U.S. Army Corps of Engineers. The Project is not located in a wetland, therefore it will not have an adverse impact on any wetlands.</p> <p><i>Source:</i> http://www.fws.gov/wetlands/Data/Mapper.html</p>
Coastal Zone Management Act [Sections 307(c),(d)]	A	<p>There are no Coastal Zones within the County of Riverside.</p> <p><i>Source:</i> Staff Review – June, 2014</p>
Sole Source Aquifers [40 CFR 149]	A	<p>The project is not located within a United States (US) Environmental Protection Agency (EPA)-designated sole source aquifer watershed area per EPA Ground Water Office.</p> <p><i>Source:</i> http://www.epa.gov/safewater/sourcewater/pubs/grg_ssamap_req_9.pdf</p>
Endangered Species Act [50 CFR 402]	A	<p>The project will have "no effect" or "is not likely to adversely affect" any federally protected (listed or proposed)</p>

		Threatened or Endangered Species, nor adversely modify designated critical habitats as the project involves new construction of a new multi-family housing complex. An analysis on the Project site indicates that the Project is not located in an area containing any unique plant communities nor is it located in an endangered, rare or threatened wildlife range or habitat. <i>Sources:</i> http://ecos.fws.gov/crithab/
Wild and Scenic Rivers Act [Sections 7 (b), (c)]	A	The project is not located within one mile of a listed Wild and Scenic Rivers according to the National Wild and Scenic River Systems. <i>Source:</i> http://www.rivers.gov/california.php
Air Quality [Clean Air Act, Sections 176 (c) and (d), and 40 CFR 6, 51, 93]	A	The project is within a "non-attainment" area and conforms to the EPA-approved State Implementation Plan per AQMD and SCAQMD web sites, standard rules apply. All necessary measures to control dust shall be implemented by the developer during grading. <i>Source:</i> http://www.epa.gov/oar/oaqps/greenbk/mapnpoll.html
Farmland Protection Policy Act [7 CFR 658]	A	Per the Riverside County Map My County Database project site is not on protected farmland or an agriculture preserve. Project site is zoned for high density housing. <i>Source:</i> http://mmc.rivcoit.org/MMC_Public/Viewer.html?Viewer=MMC_Public
Environmental Justice [Executive Order 12898]	A	The site is suitable for the proposed use and will not be impacted by adverse environmental conditions nor will it impact low-income or minority populations. Instead, the Project will provide new affordable housing.. (<i>Staff Review, June, 2014</i>).

HUD Environmental Standards Status (A/B) Determination and Compliance Documentation

Noise Abatement and Control [24 CFR 51 B]	A	The Project site is located in the City of Jurupa Valley approximately 1,407 feet from the Flabob Airport. Per the Riverside County Airport Land Use Commission Land Compatibility Plan the project site is located in an area where the noise decibal is less than 55 CNEL. Riverside County Land Use Compatibility Plan Policy Document, Adopted December, 2004.
Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases [24 CFR 58.5(i)(2)]	A	The Project site is not listed in government databases as a generator, user, or disposer of hazardous materials. Future uses on the Project site, are not expected to create a significant hazard to residents, employees and visitors on Project Site. <i>Sources:</i> http://geotracker.waterboards.ca.gov

Siting of HUD-Assisted Projects near Hazardous Operations [24 CFR 51 C]	A	The proposed Project is not located adjacent to or near hazardous operations handling petroleum or chemicals of an explosive or flammable nature. No service stations, chemical and petroleum manufacturers, or automotive repair facilities were noted at or in the immediate vicinity of the site. As a result, no recommendations for site clean-up or remediation were made. Future uses are not expected to create a significant hazard to residents, employees and visitors of the project site. (Staff Review, June, 2014, http://geotracker.waterboards.ca.gov)
Airport Clear Zones and Accident Potential Zones [24 CFR 51 D]	A	The proposed site is located within approximately 1,704 from the Flabob Airport. Pursuant to the Riverside County Land Use Commission Compatibility Map Project Site is located in Zone "D" which qualifies for high density residential zoning. <i>Riverside County Airport Land Use Commission Compatibility Plan Policy Document, December, 2004</i>

Environmental Assessment Checklist

[Environmental Review Guide HUD CPD 782, 24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27]

Evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding. Then enter the appropriate impact code from the following list to make a determination of impact.

Impact Codes: (1) - No impact anticipated; (2) - Potentially beneficial; (3) - Potentially adverse; (4) - Requires mitigation; (5) - Requires project modification. Note names, dates of contact, telephone numbers and page references.

Attach additional material as appropriate. Note conditions or mitigation measures required.

Land Development	Code	Source or Documentation
Conformance with Comprehensive Plans and Zoning	1	The developer has received Conditions of Approval for proposed project. The above mentioned approval allows for residential use on the Project site. The Project site has a land use designation for General Residential Use. The residential development will provide affordable housing units for public members at large. Any impacts created by this development will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. (Staff Review, June, 2015, Conditions of Approval, dated June 9, 2014)
Compatibility and Urban Impact	1	The Project is compatible with neighboring and surrounding lands uses as there is a mixture of vacant land, residential and commercial development. (Staff review June, 2014)
Slope	1	The Project site is not located in a mountainous area. Topographically, the site is comprised of relatively flat parcels of land. The design and construction of the project is not expected to create any manufactured slopes. No adverse impacts are expected regarding slopes. <i>County of Riverside Map My County Contour Map</i>
Erosion	1	The applicant shall be responsible for erosion and dust control both during the grading and construction phases of the project. No adverse impacts, however, are expected regarding erosion. (Staff Review, June 2014).
Soil Suitability	1	The Project site is not expected to have any adverse impacts regarding soil suitability. The project site is located in areas of

		<p>suitable soil conditions. Adverse soil conditions were not observed during the Phase I Environmental Assessment,</p> <p><i>Source:</i> Phase I Environmental Site Assessment, dated 7/26/10</p>
Hazards and Nuisances including Site Safety	1	<p>There are no known hazards nor are there any known nuisances that are expected to be created by or affect the Project. <i>(Staff Review, June 2014 and</i></p> <p><i>Initial Study/Mitigated Negative Declaration EA# 1206001902</i></p>
Energy Consumption	1	<p>Due to the increase in residential density, there is a potential for an increase in energy consumption. However, no impacts are anticipated. Energy efficient appliances will be installed and rough tolerant plants and landscaping will adhere to the surrounding environment. The Project site is located in an area of high solar insolation and could therefore be exploited for both solar thermal and electric power. <i>(Staff Review, June 2014).</i></p>
Noise - Contribution to Community Noise Levels	1	<p>Noise levels may increase during construction of the Project, but development will adhere to County Ordinances. Construction operations shall be conducted in compliance with Title 7 of the Municipal Code (Noise Control). There will be no operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, grading, or demolition work between the hours of 7:00 PM and 7:00 AM on week days and between 5:00 PM and 8:00 AM on Saturdays, or at any time on Sunday or federal holidays such that the sound creates a noise disturbance across a residential or commercial property line, or at any time exceeds the maximum permitted noise level for the underlying land use category, except for emergency work by variance.</p> <p>The noise study prepared <i>(Riverside County General Plan, and Staff Review, June, 2015).</i></p>
Air Quality Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels	1	<p>The Project may have a temporary impact of additional dust during the construction period. The developer is required to use "Best Management Practices" required under National Pollution Discharge System general construction permit which will minimize potential for erosion during construction.</p> <p><i>Initial Study/Mitigated Negative Declaration EA# 1206001902</i></p>
Environmental Design Visual Quality - Coherence, Diversity, Compatible Use and Scale	1	<p>The Project is consistent with the General Plan and through its approved entitlements, allows for residential use of the Project site. Environmental sensitive landscaping shall be used throughout the Project and shall emphasize use of native drought-tolerant plants, xeriscaping, and sustainable landscape architecture. No adverse impacts are therefore expected relating to visual quality, coherence, diversity, compatible uses, and scale.</p> <p><i>Initial Study/Mitigated Negative Declaration EA# 1206001902</i> <i>Conditions of Approval, dated June 9, 2014</i></p>

Socioeconomic	Code	Source or Documentation
Demographic Character Changes	1	The Project will not alter or have an adverse impact on the demographics, nor will it significantly or adversely alter the character of other adjacent areas. <i>(Staff Review, October 2014).</i>
Displacement	1	No impact issues relating to displacement are expected as the site is vacant. <i>(Staff Review, June, 2014).</i>

Employment and Income Patterns	1	Project construction is expected to generate some temporary part-time construction jobs, however, employment and income patterns in the area are not expected to be significantly impacted in any adverse way. <i>(Staff Review, June, 2015).</i>
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Community Facilities and Services

	Code	Source or Documentation
Educational Facilities	1	The Project may have a minimal increase in students, however, it will not result in a need for new or altered schools. The Project will be located in the Riverside Unified School District. The collection of Riverside County Development Impact Fees will assist in funding any additional facilities required to adequately meet impacts created by additional development within the school district, thereby reducing any impacts. <i>(Staff Review, June 2015).</i>
Commercial Facilities	1	No adverse impact is expected since the land use and zoning for the current use of the Project will not impact commercial facilities. <i>(Staff Review, June 2015).</i>
Health Care	1	The Project may have a minimal increase, however, it is not expected to have an adverse impact on existing health care services. <i>(Staff Review, June 2015).</i>
Social Services	1	The Project may have a minimal increase in existing social services; however no adverse impacts are expected. On-site services will include computer training, after school programs and wellness classes. <i>(Staff Review, June 2015).</i>
Solid Waste	1	The Project will not have a significant or adverse impact on issues relating to solid waste, no adverse impacts are expected. Initial Study/Mitigated Negative Declaration EA# 1206001902
Waste Water	1	Minimal increase in waste water is anticipated as a result of this Project, all impacts regarding waste water have been addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. Initial Study/Mitigated Negative Declaration EA# 1206001902
Storm Water	1	Minimal increase in storm water is anticipated as a result of this Project, all impacts regarding storm water have been addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. Conditions of Approval are requiring that developer place a 48 hour retention basin. <i>Conditions of Approval, dated June 9, 2014</i>
Water Supply	1	There will be adequate and acceptable water supply for the Project. The Project is not expected to have a significant impact on the water supply. Initial Study/Mitigated Negative Declaration EA# 1206001902
Public Safety - Police	1	Police protection in the project area is provided by the County of Riverside Sheriff's Dept. The project will result in a minimal increment of population that will be added to the area and is expected to have no adverse impact on the police protection.. Initial Study/Mitigated Negative Declaration EA# 1206001902

- Fire	1	<p>Fire protection in the project area is provided by the Riverside County Fire Dept. A fire station is located approximately one mile from the project. The project will result in a minimal increment of population that will be added to the area and is expected to have no adverse impact on fire protection. The developer is required to provide appropriate fire protection improvements, such as fire hydrants and a water system, in conformance with the fire services policies of the General Plan</p> <p>Initial Study/Mitigated Negative Declaration EA# 1206001902</p>
- Emergency Medical	1	The Project may have a minimal increase, however, it is not expected to have an adverse impact on existing health care services nor result in new construction in the community of Mecca.. <i>(Staff Review, June 2015).</i>
<u>Open Space and Recreation</u> - Open Space	1	The Project will comply with the Riverside County Development Impact Fees and General Plan Policies. The proposed project is not expected to have a significant or adverse impact on open space resources in the County. <i>(Staff Review, June 2015).</i>
- Recreation	1	Development of the Project will result in incremental increases in the demand for parkland and recreational services. The collection of Riverside County Development Impact Fees and other park impact fees will assist in funding any additional facilities required to adequately meet impacts created by additional development thereby reducing any impacts. <i>(Staff Review, June 2015).</i>
- Cultural Facilities	1	Development of the Project will result in incremental increases in the demand for cultural facilities. The collection Riverside County Development Fees and other park impact fees will assist in funding any additional facilities required to adequately meet impacts created by additional development within the community, thereby reducing any impacts. <i>(Staff Review, June 2015).</i>
Transportation	1	The Project may generate an incremental increase in additional vehicular movement; however, current street systems will not be adversely impacted. Public transportation is available near the Project, the nearest bus stop is approximately .10 miles from the Project. No substantial impact upon existing transportation systems is expected. <i>(Staff Review, June 2015).</i>

Natural Features

Source or Documentation

Water Resources	1	<p>There will be adequate and acceptable water supply for the Project. The Project is not expected to have a significant impact on the water supply.</p> <p>Initial Study/Mitigated Negative Declaration EA# 1206001902</p>
Surface Water	1	<p>As a condition of approval the Project is required to build on-site 48 hour retention basin.</p> <p>Conditions of Approval, dated June 9, 2014</p>
Unique Natural Features and Agricultural Lands	1	The Project will not have an adverse impact on any unique natural features. <i>(Staff Review, June, 2014)</i>
Vegetation and Wildlife	1	The Project is not expected to have an adverse or significant impact on wildlife and vegetation. <i>(Staff Review, June, 2014).</i>

Other Factors

Source or Documentation

Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	1	The project does not involve property acquisition, management, construction or improvements within a 100 year floodplain (Zones
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		A or V) and does not involve a "critical action" within a 500 year floodplain. Conditions of Approval are requiring a 48 hour storm water retention basin. <i>Source:</i> https://www.fema.gov/
Coastal Barrier Resources Act/ Coastal Barrier Improvement Act [§58.6(c)]	1	There are no Coastal Zones within the County of Riverside. <i>(Staff Review, June, 2014)</i>
Airport Runway Clear Zone or Clear Zone Disclosure [§58.6(d)]	1	The proposed site is located within approximately 1,704 from the Flabob Airport. Pursuant to the Riverside County Land Use Commission Compatibility Map Project Site is located in Zone "D" which qualifies for high density residential zoning. <i>Riverside County Airport Land Use Commission Compatibility Plan Policy Document, December, 2004</i>

Summary of Findings and Conclusions

The project is determined to not have any significant environmental impacts. The Project will compliment as well as benefit the surrounding land uses. The construction of the Project will provide jobs and increase affordable housing units.

ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9]
(Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it).

None.

No Action Alternative

[24 CFR 58.40(e)]
(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative).

No action for the construction of the Project will leave the site vacant which would preclude 39 low-income households from obtaining affordable housing.

Mitigation Measures Recommended

[24 CFR 58.40(d), 40 CFR 1508.20]
(Recommend feasible ways in which the proposal or its external factors should be modified in order to minimize adverse environmental impacts and restore or enhance environmental quality.)

1. Developer shall comply with all requirements as stated in the Initial Study/Mitigated Negative Declaration EA# 1206001902, Phase I Environmental Site Assessment and Conditions of Approval, dated 6/9/14.

2. If buried cultural materials are discovered during grading and/or other construction activities, all work in that area should be halted or diverted until a qualified archeologist can evaluate the nature and significance of the finds.

List of Sources, Agencies and Persons Consulted

- [40 CFR 1508.9(b)]
- CRM TECH Phase I Cultural Resources Assessment, dated 2/21/2011
 - Notification from the Morongo Band of Mission Indians, dated 3/30/15.
 - Notification from Agua Caliente Band of Cahuilla Indians, dated 4/2/15
 - Phase I Environmental Site Assessment, dated 7/26/10
 - *Source:* <http://www.fws.gov/wetlands/Data/Mapper.html>
 - http://www.epa.gov/safewater/sourcewater/pubs/grq_ssamap_req9.pdf

- <http://ecos.fws.gov/crithab/>
- <http://www.rivers.gov/california.php>
- http://mmc.rivcoit.org/MMC_Public/Viewer.html?Viewer=MMC_Public
- *Riverside County Airport Land Use Commission Compatibility Plan Policy Document, December, 2004*
- <http://geotracker.waterboards.ca.gov>
- Initial Study/Mitigated Negative Declaration EA# 1206001902

Printed at: 11:06 am
On: Monday, Oct 26, 2015

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THE PRESS-ENTERPRISE

Classified Advertising

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Phone #: 951-955-0584
Name: EDA COMMUNITY PLANNING DIVISIO
Address: 3133 MISSION INN AVE
RIVERSIDE, CA 92507

Account #: 1100141305
Client:
Placed By: Stephanie Adams
Fax #:

Ad Information

Placement: Public Notice FR
Publication: PE Riverside, PE.com

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Bill Size: 262.00

Amount Due: **\$379.90**

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PUBLIC NOTICE

October 29, 2015

Riverside County Economic Development Agency
5555 Arlington Avenue
Riverside, California 92504

(951) 343-5455 Stephanie Adams

TO ALL INTERESTED AGENCIES, GROUPS, AND PERSONS:

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the County of Riverside. Any individual, group or agency submitting comments should specify in their comments which "notice" their comments address.

REQUEST FOR RELEASE OF FUNDS

On or about November 17, 2015, the County of Riverside will submit a request to the U.S. Department of Housing and Urban Development (HUD) Los Angeles Field Office for the release of HUD Housing Choice Voucher Program Project Based Vouchers through the Housing Authority of the County of Riverside, to undertake the following project:

PROJECT NAME: Vista Rio Apartments

PURPOSE: The project activity includes the allocation of eight (8) Housing Choice Voucher Program (HCVP) Project Based Vouchers to Jurupa Valley Vista Rio Partners, a California Limited Partnership, which will serve as a rental subsidy for clients on the Housing Authority of the County of Riverside's HCVP waiting list. Vista Rio Apartments will consist of the construction of a 39-unit apartment complex located in the City of Jurupa Valley. The proposed project will consist of 27 two-bedroom units and 12 three-bedroom units. The two bedroom units are approximately 979 square feet and the three bedroom units are approximately 1257 square feet. In addition to the housing units the proposed project will consist of a 3,093 square foot community room, computer lab, exercise facility, game room and a media room. The apartment units will be rented to low-income households and will provide a variety of supportive services.

LOCATION: The project site is located at 3901 Briggs Street, Jurupa Valley, CA on an approximate 3.87 vacant parcel.

APN: 181-041-015-4

This activity may be undertaken over multiple years.

FINDING OF NO SIGNIFICANT IMPACT

The County of Riverside has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Assessment (EA) on file at the Housing Authority of the County of Riverside at 5555 Arlington Avenue, Riverside, California 92504. The EA may be examined or copied between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except in the event of a holiday.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the EA and the Request for Release of Funds to the Riverside Economic Development Agency Housing Division, Attention Stephanie Adams at 5555 Arlington Avenue, Riverside, California 92504. All comments received at the address specified above on or before November 16, 2015 will be considered by the County of Riverside prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The County of Riverside certifies to the HUD Los Angeles Field Office that Marion Ashley in his capacity as the Chairman of the County of Riverside Board of Supervisors consents to accept the jurisdiction of the Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Housing Authority of the County of Riverside to allocate

the Project based vouchers.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the County of Riverside's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases:

- a. the certification was not executed by the Certifying Officer of the County of Riverside;
- b. the County of Riverside has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58;
- c. the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or
- d. another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the HUD Los Angeles Field Office at 611 W. 6th Street, Suite 800, Los Angeles, California 90017. Objections to the release of funds on a basis other than those stated above will not be considered by HUD.

Potential objectors should contact the HUD Environmental Officer, HUD Los Angeles Field Office (tel. 213-894-8000 or via fax 213-894-8122) to verify the actual last day of the objection period. 10/29