

1 1.1 The Contract Documents means and includes, without limitation, all of the following which are
2 incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The
3 Contract Documents consist of the following component parts:

4 1.1.1 The Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference;

5 1.1.2 CONTRACTOR'S Form of Bid submitted to AUTHORITY on November 2nd, 2021,
6 attached hereto as Exhibit B and incorporated herein by this reference;

7 1.1.3 The Special Federal Provisions for CDBG Projects, attached hereto as Exhibit C and
8 incorporated herein by this reference;

9 1.1.4 Form HUD-5370-C General Conditions for Non-Construction Contracts – Public Housing
10 Programs, attached hereto as Exhibit D and incorporated herein by this reference; and

11 1.1.5 Federal Prevailing Wage Decision Number CA20210025 10/29/21 Mod. 15 attached hereto
12 as Exhibit E and incorporated herein by this reference.

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15 **ARTICLE 2**

16 **STATEMENT OF PROJECT WORK**

17 2.1 Scope of Work

18 CONTRACTOR shall furnish all labor, material, equipment, and services and perform and complete all
19 Work for the PROJECT identified as the **Apartment Renovation Project at Desert Rose Apartments**,
20 for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

21 2.1.1. The full Scope of Work is described in the Contract Documents and more specifically
22 in Exhibit A, as well as in the approved plans and specifications.

23 2.1.2 All such Work shall be done in strict accordance with the Contract, specifications, and
24 addenda thereto and the plans and drawings included therein, all as prepared by the
25 AUTHORITY.

26 2.2 Site Conditions

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

17 ARTICLE 3

18 TIME OF COMMENCEMENT AND COMPLETION

19 3.1 Time for Completion

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

24 3.2 Liquidated Damages

25 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the
26 Contract, or any extension, as specified in HUD Form 5370, attached hereto as Exhibit D, the
27 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300)**

1 **dollars** for each day of delay. If different completion dates are specified in the contract for separate parts
2 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which
3 are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another
4 clause in this Contract, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR
5 remains liable for damages caused other than by delay.

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

10 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the resulting
11 damage will consist of liquidated damages until the PROJECT is completed or accepted.

12 13 **ARTICLE 4**

14 **CONTRACT SUM**

15 4.1 The AUTHORITY shall provide to the CONTRACTOR for the performance of the Work, subject
16 to the additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Three**
17 **Hundred Twenty Thousand Dollars (\$320,000.00)**, including all expenses ("Contract Sum"). The
18 CONTRACTOR exceeds the contract sum amount at their own risk. The CONTRACTOR is under no
19 obligation to provide additional services that would cause the CONTRACTOR'S fees to exceed the Contract
20 Sum without prior revision of this amount by written change order.

21 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
22 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by
23 federal, state or governmental authority, taxing the materials, services required or labor furnished, and of
24 any other tax levied by reason of the Work to be performed hereunder.

25 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied themselves that
26 the Contract Sum includes all labor and material increases anticipated throughout the duration of this
27 Contract.

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ARTICLE 5
PROGRESS PAYMENTS

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

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

ARTICLE 6
INDEMNIFICATION AND HOLD HARMLESS

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

6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;

1 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
2 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

3 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
4 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
5 or claim involved.

6 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
7 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
8 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall
9 survive the termination and expiration of this Contract.

10 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
11 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
12 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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14 **ARTICLE 7**
15 **INSURANCE**

16 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
17 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
18 cost and expense, the following insurance coverages during the term of this Contract. As respects to the
19 insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of Riverside,
20 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
21 officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, and
22 agents or representatives as Additional Insureds.

23 7.1.1. Workers' Compensation:

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

3 7.1.2 Commercial General Liability:

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

11 7.1.3 Vehicle Liability:

12 If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then
13 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in
14 an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
15 general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
16 occurrence limit. Policy shall name the AUTHORITY as Additional Insured.

17 7.1.4 General Insurance Provisions - All lines:

- 18 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
19 of California and have an AM BEST rating of not less than A: VIII (A:8) unless such
20 requirements are waived, in writing, by the County of Riverside's Risk Manager. If the
21 County's Risk Manager waives a requirement for a particular insurer such waiver is only
22 valid for that specific insurer and only for one policy term.
- 23 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
24 required herein. If any such self-insured retention exceeds \$500,000 per occurrence each
25 such retention shall have the prior written consent of the County Risk Manager before the
26 commencement of operations under this Contract. Upon notification of self-insured retention
27 unacceptable to the AUTHORITY, and at the election of the County's Risk Manager,
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1 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as
2 respects this Contract with the AUTHORITY, or 2) procure a bond which guarantees
3 payment of losses and related investigations, claims administration, and defense costs and
4 expenses.

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

25 4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall
26 be construed as primary insurance, and the AUTHORITY'S insurance and/or deductibles
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1 and/or self-insured retentions or self-insured programs shall not be construed as
2 contributory.

- 3 5) If, during the term of this Contract or any extension thereof, there is a material change in the
4 scope of services; or, there is a material change in the equipment to be used in the
5 performance of the Scope of Work; or, the term of this Contract, including any extensions
6 thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust the types of
7 insurance and the monetary limits of liability required under this Construction Contract, if
8 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried
9 by the CONTRACTOR has become inadequate.
- 10 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
11 subcontractors working under this Contract.
- 12 7) The insurance requirements contained in this Contract may be met with a program(s) of self-
13 insurance acceptable to the AUTHORITY.
- 14 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident
15 or event that may give rise to a claim arising from this Contract.

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17 **ARTICLE 8**

18 **PROJECT CLOSEOUT**

19 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
20 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use and shall
21 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the work,
22 including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.
23 AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County Recorder.

24 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
25 AUTHORITY has received the following:

- 26 1. A Certificate of Completion executed by the AUTHORITY.
- 27

1 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental
2 Protection Agency (EPA).

3 9.1.6 Energy Policy and Conservation Act. The CONTRACTOR hereby agrees to comply with
4 all mandatory standards and policies relating to energy efficiency, which are contained in the state energy
5 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89
6 Stat. 781).

7 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR
8 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require
9 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in
10 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such
11 provisions before commencing the performance of the Work.

12 9.1.8 Government Standards. It is the responsibility of the CONTRACTOR to ensure that all
13 items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and
14 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted
15 ordinance, code, law or regulation. The CONTRACTOR shall be responsible for all costs incurred for
16 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be
17 granted or financial consideration given to the CONTRACTOR for time or monies lost due to violations
18 of any such ordinance, code, law or regulations that may occur.

19 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an
20 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it
21 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
22 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
23 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
24 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-
25 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are
26 forwarded from tier to tier up to the non-Federal award.

1 CONTRACTOR administer all programs and activities, which are related to housing and community
2 development, in such a manner as affirmatively to further fair housing.

3 10.1.4 Age Discrimination Act of 1975.

4 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

5 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
6 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

7 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or
8 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or
9 ineligible contractor.

10 10.1.8 That none of the personnel who are employed in the administration of the work required by
11 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of
12 Title V, Chapter 15, of the United States Code.

13 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
14 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
15 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
16 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed
17 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause
18 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or
19 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or
20 correction upon the application of either part.

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22 **ARTICLE 11**

23 **HUD SECTION 3 REQUIREMENTS**

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

26 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of
27 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The purpose

1 of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance
2 or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and
3 very low-income persons, particularly persons who are recipients of HUD assistance.

4 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
5 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that s/he/it
6 is under no contractual or other impediment that would prevent her/him/it from complying with the Part
7 135 regulations.

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

16 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
17 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
18 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
19 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
20 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in
21 violation of the regulations in 24 CFR Part 135.

22 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
23 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
24 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
25 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR
26 Part 135.

1 CONTRACTOR is not otherwise entitled; (c) payment of an amount that is disputed by the AUTHORITY.
2 The CONTRACTOR shall furnish reasonable documentation to support the claim.

3 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the
4 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the
5 Parties, provide the CONTRACTOR with a written statement identifying what portion of the claim is still
6 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required, the
7 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment
8 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the
9 AUTHORITY issues its written statement.

10 13.1.3 If the AUTHORITY fails to issue a written statement, the claim shall be deemed
11 rejected in its entirety. A claim that is denied by reason of the AUTHORITY's failure to respond to a claim,
12 or its failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with
13 regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

14 13.1.4 If the CONTRACTOR disputes the AUTHORITY's written response, or if the
15 AUTHORITY fails to respond within the time prescribed, the CONTRACTOR may demand in writing,
16 sent by registered mail or certified mail return receipt requested, an informal meet and confer conference to
17 attempt to reach settlement of the portion of the claim in dispute. Upon receipt of the demand, the
18 AUTHORITY shall schedule a meet and confer conference within thirty (30) days.

19 13.1.5 Within ten (10) business days following the conclusion of the meet and confer
20 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall provide the
21 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the
22 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within
23 sixty (60) days after the AUTHORITY issues its written statement.

24 13.1.6 Any disputed portion of the claim, as identified by the CONTRACTOR in writing,
25 shall be submitted to nonbinding mediation, with the AUTHORITY and CONTRACTOR sharing the
26 mediator costs equally. The AUTHORITY and CONTRACTOR shall mutually agree to a mediator within
27 ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties

1 14.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses
2 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this
3 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a
4 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any
5 of the remaining clauses, sentences, paragraphs and sections of this Contract.

6 14.4 In the event of a conflict between the General Conditions and the Scope of Work, the General
7 Conditions shall prevail. In the event of a conflict between this Contract and any applicable state or local
8 law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or
9 regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive
10 Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

11 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have
12 the authority to execute this Contract on behalf of each respective Party and further warrant and represent
13 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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21 **(Signatures on next page)**
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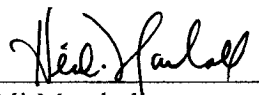
1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth
2 below.

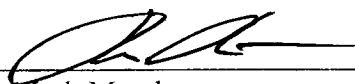
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4 **AUTHORITY:**

5 HOUSING AUTHORITY OF THE COUNTY OF
6 RIVERSIDE, a public entity, corporate and politic

7
8 **CONTRACTOR:**

9 MANTLE CONSTRUCTION, Inc., a California
10 corporation

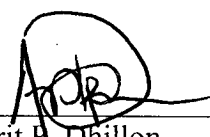
11 By: 
12 Heidi Marshall
13 Executive Director

14 By: 
15 Mark Mantle
16 President

17 Dated: 4/6/2022

18 Dated: 12/10/2021

19 APPROVED AS TO FORM:
20 Gregory P. Priamos
21 County Counsel

22 By: 
23 Amrit P. Dhillon,
24 Deputy County Counsel

1 **Exhibit "A"**

2 **Scope of Work**

- 3 1. The work under this Contract shall be performed at the Desert Rose Apartments located in the
4 City of Ripley, County of Riverside, State of California (Property) and shall include furnishing
5 all labor, material, equipment, tools, supplies, and services and incidentals, and performing all
6 work necessary for the renovation of ten (10) vacant apartments and associated improvements in
7 strict conformance with all of the Contract documents.
- 8 2. Project Planning: The apartment building will be occupied during the renovation process. HACR
9 requires the Contractor to have a complete renovation plan schedule prior to starting work and to
10 have that plan approved by the HACR representative, five (5) calendar days prior to the projected
11 start date.
- 12 3. Contractor will furnish all labor, materials, equipment, supervision, and contract administration
13 to install the roof at the Property in a good and workmanlike manner, using new materials and
14 products throughout, subject to the following included and excluded items:
- 15 4. All tools, materials, and equipment shall be provided by the Contractor and must meet all local
16 applicable safety requirements. A parking space will be made available for Contractor's container
17 if needed for materials and equipment. HACR assumes no responsibility for the loss or damage
18 to the Contractor's equipment, tools or materials stored at the job site.
- 19 5. Contractor shall furnish sufficient personnel with the technical knowledge and experience
20 necessary to complete the Work.
- 21 6. All Work shall be performed in accordance with local safety standards and recognized safe
22 practices.
- 23 7. Contractor to ensure proper removal of all debris and all other components from the Property and
24 shall provide a cleared worksite free of all debris, Contractor's equipment, etc. HACR refuse
25 containers shall not be used for disposal of Contractor's waste.
- 26 8. Contractor is responsible to field verify existing conditions and promptly notify HACR if
27 discrepancies in and omissions from the plans, specifications or other Contract Documents are
28 found in the field, including unforeseen conditions that may affect the successful completion of
the Project and/or the Work.
9. Contractor will renovate each of the ten (10) apartments to HACR'S specifications as more fully
described by the HACR representative or his designee.
10. Contractor will perform a final walk-through inspection with a HACR representative before the
Project will be considered mechanically complete and finished.

- 1 11. Contractor to demolish all existing materials and equipment necessary to achieve project intent.
2 Contractor must protect surrounding finishes and repair or replace any finishes damaged by
3 demolition.
- 4 12. Contractor to furnish and install new cabinets, countertops, sink, faucet, and range hood in all
5 kitchens. Sizes, color and model numbers per Approved Equipment & Finishes unless indicated
6 otherwise. Kitchen walls shall be cleaned, patched and painted before the installation of new
7 cabinets, counters, fixtures and appliances. Paint will be provided by RCHC.
- 8 13. Existing kitchen pantries are to be replaced by one (1) 30" wide pantry with standard upper
9 cabinets, base cabinets and quartz countertops alongside.
- 10 14. Contractor to furnish and install new over sink light fixture per Approved Equipment & Finishes.
- 11 15. Contractor to furnish and install new cabinets to replace existing linen closets. Openings must be
12 framed to match new cabinets.
- 13 16. Contractor to furnish and install new toilet, cabinet, faucet, vanity and countertop with integral
14 sink in all bathrooms. Sizes, color and model numbers per Approved Equipment & Finishes unless
15 indicated otherwise. Walls shall be cleaned, patched and painted to match existing walls, if
16 needed, before the installation of new cabinets, counters, fixtures.
- 17 17. Contractor to furnish and install new carpet and pad with 6" rubber base in all bedrooms.
- 18 18. Contractor to furnish and install new vinyl flooring with 6" rubber base in all living rooms,
19 bathrooms, hallways, laundry rooms, and kitchens. New vinyl flooring to be installed over existing
20 VCT floor tiles.
- 21 19. Contractor to furnish and install new angle stop valves and new flexible supply lines for all sinks
22 and toilets.
- 23 20. All equipment, cabinets, fixtures, appliances and finishes as listed in Approved Equipment &
24 Finishes shall be new and not used or refurbished. NOTE: Any "equivalent" new equipment,
25 appliances, fixtures and finishes manufactured with similar specifications can be utilized for this
26 project. Any other new product or brand that clearly or demonstrably meets the standards and
27 specifications as outlined per specifications is acceptable.
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Exhibit "B"
Contractor's Form of Bid
(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2021-003
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**FORM OF BID
Attachment A**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. **Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to HACR with the completed Bid Proposal.
- B. **Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for this IFB in strict accordance therewith and for the bid amount specified below:

BASE BID		
Item #	Description	Bid Amount
1	Base Renovation Cost of One (1) Two-Bedroom Apartment (based on worksheet Exhibit B)	19,950 \$
TOTAL BASE BID AMOUNT FOR ALL TEN APARTMENTS		\$ 320,000

- C. **Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. **Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: Thirty two Thousand Dollars (\$ 32,000), in the form of check is submitted.
- E. **Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- F. **Quantities:** The undersigned understands that HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HACR requires.
- G. **Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- H. **Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within FORTY-FIVE (45) CALENDAR DAYS.

**INVITATION FOR BIDS (IFB) NO. 2021-003
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

I. **Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) Mantle Construction Inc. since 7/1/2019
2. Have you been awarded any jobs but failed to complete? No Yes (please explain):

3. List work completed/ongoing in the last two years:

Projects for Housing Authority of the County of Riverside. (if applicable)

Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

Other Projects

Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage or</u> <u>Other</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage or</u> <u>Other</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

4. **Banking Information:** Bank Name: Chase Bank Branch Location: Cerritos
Account Name: Business Ckng

- L. **Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- M. **Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. **EEO:** The undersigned represents that he has () he has not () participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has () he has not () filed all required compliance reports; and that

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2021-003
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

COMPLETED BY: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

_____ Mark Mantle Print Name		_____ CEO Title	
_____ Signature		_____ 10/26/2021 Date	
_____ Telephone Number		_____ 714.855.8492 Telephone Number	
_____ 402 S Vick Ln Anaheim, Ca. 92804 Address (Street, City, State, Zip)		_____ General B CSLB License Designation	
_____ Mantle Construction Inc. Company Name		_____ 7/31/23 Expiration Date	
_____ 1044831 CSLB License Number		_____ PW-1R-100094954 D.I.R. Registration Number	

BIDDER'S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submission, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACR discovers that any information entered herein to be false, such shall entitle HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is hereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

 Signature
 10/26/2021
 Date
 Mark Mantle
 Printed Name
 Mantle Construction Inc.
 Company

**INVITATION FOR BIDS (IFB) NO. 2021-003
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

ATTACHMENT B

Scope of Work – Base Pricing Form

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed bid submittal)

Below is the standard or base scope of work normally used for our apartment renovations. Not all apartments will require everything on this list, and some may require more work than listed. The HACR Project Manager will collaborate with the Contractor on each individual apartment before work is scheduled to begin and approve or deny any Change Orders that may deviate from this list.

#	Description:	Price:
	Contractor to furnish and install the following new items in the Kitchen of the unit:	
1	Replace kitchen cabinets	\$ 2840
2	Skin backside of island, primer, and paint	\$ 400
3	Replace countertop with granite or quartz	\$ 2800
4	Contractor to repair and patch walls throughout the unit	\$ 600
5	Replace stove and vent hood	\$ 1600
6	Contractor to reglaze existing one (1) bathtub.	\$ 600
7	Replace kitchen sink, faucet, garbage disposal, and all plumbing under sink	\$ 1200
8	Replace kitchen light fixture	\$ 200
	Contractor to furnish and install the following new items in the Bedrooms of the unit:	
9	Install new vertical blinds for all windows	\$ 800
10	Replace broken door(s) with knob and doorstop	\$ 600
11	Repair holes in door(s) (replace doors with 6 panel)	\$ 500
12	Replace bedroom light fixture	\$ 160
13	Replace 5 ft. closet doors	\$ 180
	Contractor to furnish and install the following new items in the Bathroom of the unit:	
14	Replace bathroom cabinet and countertop.	\$ 1200
15	Reglaze bathtub	\$
16	Replace faucet and under-sink plumbing	\$ 250
17	Replace trim kit	\$ 260
18	Replace toilet	\$ 300
19	Replace medicine cabinet	\$ 180
20	Replace towel bar and shower rod	\$ 120
21	Replace bathtub faucet	\$
22	Replace bedroom flooring with LVT and 4 in. cove base as needed	\$
23	Replace bathroom light fixture and fan	\$ 240

**INVITATION FOR BIDS (IFB) NO. 2021-003
 APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

#	Description:	Price:
	Contractor to furnish and install the following new items throughout the unit:	
24	New CO2 & smoke combination alarms to replace all existing	\$ 280
25	Replace damaged entry doorjamb.	\$ 140
26	Install weatherstripping	\$ 60
27	Verify all electrical is in good working order. Replace any missing wiring, switches, and outlets with new.	\$ 200
28	Replace wall sconces	\$ 140
29	Repair holes in doors	\$
30	Repair and paint holes in all rooms	\$
31	Primer and paint interior of unit, color: "Swiss Coffee"	\$ 320
32	Replace flooring with LVT complete and 4 in. cove base as needed	\$ 2600
33	Paint entry door	\$ 120
34	Repair drywall throughout unit	\$
35	Replace leaking 50-gallon water heater with new 40-gallon unit	\$ 700
36	Replace 5 sets of vertical blinds	\$

Total Price: \$ 19590

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Special Federal Provisions for CDBG Construction Projects

(behind this page)

Exhibit "C"

County of Riverside

HHPWS

Housing, Homelessness Prevention and Workforce Solutions

**SPECIAL FEDERAL PROVISIONS FOR
CONSTRUCTION BID DOCUMENTS
On All Projects Over \$200,000**

**Community Development Block Grant (CDBG)
Construction Activities**

Last Date of Revision: June 2021

FEDERAL PREVAILING WAGE DECISION

(CA 20210025 10/29/2021 mod. 15)
Insert most recent (10 days prior to bid opening) wage decision at this point.

LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

- a. obtaining an applicable Davis-Bacon wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and
- c. including appropriate labor standards provisions and the wage determination in the construction contract.

CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.

OBTAINING WAGE DETERMINATIONS

The Riverside County Department of Housing Homelessness Prevention & Workforce Solutions (HHPWS) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: Apartment Reno Project at the Desert Rose Apts

Name of Bidder: Mark Mantle

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature:  _____

Name (Print): Mark Mantle

Title: CEO

Date: 10/26/2021

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE
(Housing and Community Development Act of 1968)

Project Title: Apartment Reno Project at the Desert Rose Apts Amount of Bid: \$320,000

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$200,000.

I. Employment Opportunities

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and



Initial Here

- b. Forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



Initial Here

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

II. Subcontracting Opportunities

a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal.



Initial Here

b. I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors.



Initial Here


Complete your Subcontracting Plan for this project below:

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE

* Add additional sheets if necessary

Bidder (Company) Name: Mantle Construction Inc.

Authorized Representative (Type Name): Mark Mantle

Signature: 

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Apartment Reno Project at the Desert Rose Apts

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
2. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: Mark Mantle

CONTRACTOR'S LICENSE NO.: 1044831

ADDRESS: 402 S Vicki Ln. Anaheim, Ca. 92804

AUTHORIZED REPRESENTATIVE: Ray Williams (Type Name)

SIGNATURE:  _____

DATE: 10/26/2021

QUESTIONNAIRE REGARDING BIDDERS

Bidder has been engaged in the contracting business under the present name of _____
Mantle Construction Inc. _____, since 7/2019 _____ (Date).

Present business address is: 402 S Vicki Ln. Anaheim, Ca. 92804 _____

Federal Tax ID: 833945921 _____ Amount of Bid \$ 320,000 _____

California Contractor's License No.: 1044831 _____ Expiration Date: 7/31/2023 _____

DUNS Number: 111523651 _____ or CAGE Code: _____

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
CRW Contracting Inc	85-1030249	20%	1440 N Harbor Blvd Ste 900 Fullerton, Ca. 92835

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
Home Depot.	800 N. Brookhurst st.	Anaheim ca 92801 (714)533-9930
HD Supply	1044 E 4th St	Santa Ana Ca.92701 (714)361-2365
Ortega Quartz	3428 Paloma St	Los Angeles Ca 90011 (310)696-8346

This form is to be completed and submitted with the bid package.

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE
MUST BE COMPLETED BY ALL SUBCONTRACTORS

(Housing and Community Development Act of 1968)

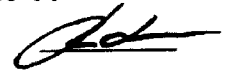
Project Title: Apartment Reno Project at the Desert Rose Apts

Subcontractor: CRW Contracting

Contractor/Bidder: Mantle Construction Inc.

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all prime construction contracts over \$200,000:

- a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;



Initial Here

- b. I will forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



Initial Here

Complete your proposed workforce plan for this project below:

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE	Laborer			
TRADE	Laborer			
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

Subcontractor (Company) Name: CRW Contracting

Authorized Representative (Type Name): Ray Williams

Signature:  _____

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Exhibit "D"
HUD Form 5370
General Conditions for Construction Contracts
(behind this page)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). 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.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) 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, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) 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.
- (e) 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.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) 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 only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to 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.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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 40 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 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor 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 the 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 provisions set forth in paragraph (a) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **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 U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any 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 provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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Exhibit "E"
Federal Prevailing Wage Decision No. CA20210025 10/29/2021 MOD 15
(behind this page)

General Decision Number: CA20210025 11/12/2021

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS, DREDGING PROJECTS, (does not include hopper dredge work);
HEAVY CONSTRUCTION PROJECTS, (does not include water well drilling); HIGHWAY CONSTRUCTION
PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
10	08/20/2021
11	10/01/2021
12	10/08/2021
13	10/15/2021
14	10/22/2021
15	10/29/2021
16	11/12/2021

ASBE0005-002 09/01/2021