

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



ITEM: 10.1
(ID # 23430)

MEETING DATE:
Tuesday, January 23, 2024

FROM : HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Approve and Accept Sole Bid for the Renovation of Eight (8) Apartments at the Desert Rose Apartments Located at 24501 School Road in Ripley Submitted by Final Touch Construction, Inc., and Approve the Apartment Renovation Contract Between the Housing Authority and Final Touch Construction, Inc., District 4. [\$611,318; Community Development Block Grant Funds 100%]; CEQA and NEPA Exempt

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061 General Rule "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 11/29/2023

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: Housing Authority

Kimberly A. Rector
Clerk of the Board
By: Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
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RECOMMENDED MOTION: That the Board of Commissioners:

2. Find that the project is a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969;
3. Accept the sole bid by Final Touch Construction, Inc. and award the Apartment Renovation Contract as the sole responsive and responsible bidder in the amount of \$555,744 for renovation of eight (8) apartments at the Desert Rose Apartments located at 24501 School Road, Ripley, CA 92225;
4. Approve the Apartment Renovation Contract between the Housing Authority of the County of Riverside (HACR) and Final Touch Construction, Inc. (Contractor) for the Apartment Renovation Project at Desert Rose Apts. (Renovation Contract) and the total renovation project budget of \$611,318;
5. Authorize the Executive Director of HACR to sign the Apartment Renovation Contract;
6. Authorize the Executive Director of HACR, or designee, to take all necessary steps to implement and accomplish the Apartment Renovation Contract, including but not limited to, signing all administrative documents, change orders and addendums to the Contract, including amendments or change orders that do not exceed the original total budget by twenty-five percent (25%) to facilitate successful completion of the project, subject to approval as to form by County Counsel; and
7. Direct HACR staff to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five business days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$611,318	\$0	\$611,318	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Community Development Block Grant Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment building known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA, 92225. Originally built on this site in 1986, several of the Property's two-bedroom apartment units now require replacement and upgrading to bring it up to current standards. The proposed project will completely remove and replace the old

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fixtures, and damaged and non-working appliances, and repaint the entire apartment to bring it up to standards where it can be rented out again.

HACR advertised an Invitation for Bids (IFB) No. 2023-001, for the apartment renovation project at the Property with a closing date of June 14, 2023. HACR did not receive any bids. On the second advertisement with a closing date of July 27, 2023, HACR received one bid that was deemed invalid as the bidder had not secured the required bid bond. On the third advertisement with a closing date of September 6, 2023, Final Touch Construction, Inc. (Contractor) was the only bidder that responded to the solicitation that was identified as both responsible and responsive.

HACR staff recommends that the Board of Commissioners approve and award the Apartment Renovation Contract between HACR and Final Touch Construction, Inc. in the amount of \$555,744 and approve the project budget as follows:

Renovation Contract	\$555,744
Contingency (10%)	\$55,574
Total:	\$611,318

A 10% construction contingency in the amount of \$55,574 has been included in the project budget to account for errors and omissions in the construction documents or changes in the scope of the project due to unforeseen repairs or site conditions.

HACR staff reviewed the submitted bid and determined that Final Touch Construction, Inc. was the lowest responsive and responsible bidder. County Counsel has reviewed the Apartment Renovation Contract and has approved it as to form.

California Environmental Quality Act (CEQA) and NEPA Findings:

This project will renovate eight (8) old existing apartments with new drywall, repainting and completely new fixtures and appliances on the same site, within the confines of the Property. The project is exempt from CEQA pursuant to Section 15301 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the renovation of the existing apartments. There will be no expansion of the existing use of the Property, which is currently residential use. Additionally, the project is exempt from CEQA pursuant to Section 15061 as there is no possibility the apartment renovation project will have a significant impact on the environment. Finally, this project is also a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969.

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Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. The proposed project is expected to generate temporary construction jobs. Additionally, the renovations will protect HACR clients by providing safe housing. This improvement will positively impact the overall health of residents and clients and improve the surrounding neighborhood.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the project will be fully funded from CDBG Funds and from Fire Insurance Funds.

Contract History and Price Reasonableness

The HACR advertised an Invitation for Bids (IFB) No. 2023-001 with a bid opening date of September 06, 2023. Final Touch Construction, Inc. was the sole bidder and was found to be responsive and responsible. The cost proposed by the bid of \$555,744 compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable. Staff reviewed the submitted bid and determined that Final Touch Construction, Inc. was the sole responsive and responsible bidder.

Attachments:

- A. Notice of Exemption
- B. Apartment Renovation Contract
- C. Performance Bond
- D. Payment Bond


Brianna Lontajo, Principal Management Analyst 1/16/2024


Aaron Gettis, Deputy County Counsel 1/10/2024



NOTICE OF EXEMPTION

November 9, 2023

Project Name: Apartment Renovation Project at Desert Rose Apartments

Project Number: 2023-001

Project Location: 24501 School Road, Ripley, CA 92225

Description of Project: The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment complex known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA 92225. Several of the Property's apartments are in need of complete renovation, typically consisting of new flooring, new cabinets and fixtures. The scope of the capital improvement will include removing the old flooring, cabinets, countertops, and fixtures and install with all new replacements. The existing use of the site will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

Name of Public Agency Approving Project: Housing Authority of the County of Riverside, Dept. of Housing and Workforce Solutions

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.


Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. The existing structure here that will have some of its apartments renovated does not possess any historic significance and the project site is already developed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The replacement of old flooring, cabinets, countertops, and fixtures with new ones will not have any effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the replacement of the existing interior fixtures, and as proposed, is minimal and would not result in any significant physical impacts related to air quality, traffic, noise,

biological or historic resources, nor any other potential physical environmental impacts. Once the replacement of the old fixtures is complete, the property will continue to operate as an apartment building. Therefore, the project meets the scope and intent of the Class 1 Exemption.

- Section 15061(b)(3) – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The replacement of already existing flooring, cabinets, countertops, and fixtures at the same physical location will not have an effect on the environment. The new fixtures will not increase any potential environmental impacts from either the replacement or installation of the new fixtures. The use and operation of the site will be substantially unchanged and will not create any new environmental impacts to the surrounding area. In fact, the renovation will improve both the existing structure and the surrounding community. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 11/9/2023

Cindy Hui, Deputy Director
Housing Authority of the County of Riverside

1 **THE RENOVATION CONTRACT**

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

- 5 1.1.1 The Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference;
- 6 1.1.2 CONTRACTOR’S Form of Bid submitted to AUTHORITY on September 6, 2023, attached
7 hereto as Exhibit B and incorporated herein by this reference;
- 8 1.1.3 The Special Federal Provisions for CDBG Projects, attached hereto as Exhibit C and
9 incorporated herein by this reference;
- 10 1.1.4 Form HUD-5370-C General Conditions for Non-Construction Contracts – Public Housing
11 Programs, attached hereto as Exhibit D and incorporated herein by this reference; and
- 12 1.1.5 Federal Prevailing Wage Decision Number CA20230017 MOD 13 7/13/2023 attached
13 hereto as Exhibit E and incorporated herein by this reference.

14
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
25 AUTHORITY.

26 2.2 Site Conditions

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

16 ARTICLE 3

17 TIME OF COMMENCEMENT AND COMPLETION

18 3.1 Time for Completion

19 The Work, as defined in the HUD General Conditions, to be performed under this Contract shall commence
20 within ten (10) days after a Notice to Proceed is received by CONTRACTOR, or on the date specified in
21 the Notice, whichever is later, and shall be completed within **ninety (90) days** following the said date. Time
22 is of the essence under this Contract as to each provision in which time of performance is a factor.

23 3.2 Liquidated Damages

24 3.2.1 If CONTRACTOR fails to complete the PROJECT within the time specified in the Contract,
25 or any extension, as specified in HUD General Conditions Form 5370, attached hereto as Exhibit D,
26 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300)**
27 **dollars** for each day of delay. If different completion dates are specified in the contract for separate parts
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1 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which
2 are delayed. To the extent that CONTRACTOR'S delay or nonperformance is excused under another clause
3 in this Contract, liquidated damages shall not be due AUTHORITY. CONTRACTOR remains liable for
4 damages caused other than by delay.

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

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

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11 **ARTICLE 4**

12 **CONTRACT SUM**

13 4.1 The AUTHORITY shall provide to the CONTRACTOR for the performance of the Work, subject
14 to the additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Five**
15 **Hundred Fifty-Five Thousand Seven Hundred and Forty-Four Dollars (\$555,744.00)**, including all
16 expenses ("Contract Sum"). CONTRACTOR exceeds the Contract Sum amount at their own risk.
17 CONTRACTOR is under no obligation to provide additional services that would cause CONTRACTOR'S
18 fees to exceed the Contract Sum without prior revision of this amount by written change order.

19 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
20 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by
21 federal, state, or governmental authority, taxing the materials, services required, or labor furnished, and of
22 any other tax levied by reason of the Work to be performed hereunder.

23 4.3 The Contract Sum is not subject to escalation, CONTRACTOR having satisfied themselves that the
24 Contract Sum includes all labor and material increases anticipated throughout the duration of this Contract.

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26 **ARTICLE 5**

27 **PROGRESS PAYMENTS**

1 5.1 Based upon applications for payment submitted by CONTRACTOR to AUTHORITY, and
2 certificates for payment issued by the Architect/Consultant, if any, AUTHORITY shall make progress
3 payments on account of the Contract Sum to CONTRACTOR, as provided in the HUD General Conditions
4 of the Construction Documents.

5 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
6 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for payment
7 requesting progress payment. Approved applications for progress payments will be paid by the 30th day of
8 each month, provided that the application for payment has been submitted to the AUTHORITY on or before
9 the first working day of the month.

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11 **ARTICLE 6**

12 **INDEMNIFICATION AND HOLD HARMLESS**

13 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
14 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
15 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
16 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
17 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
18 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
19 out of or in any way relating to this Contract. CONTRACTOR shall defend at its sole expense and pay all
20 costs and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
21 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

22 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
23 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
24 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
25 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
26 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

1 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
2 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
3 or claim involved.

4 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
5 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
6 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall
7 survive the termination and expiration of this Contract.

8 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
9 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
10 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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12 **ARTICLE 7**

13 **INSURANCE**

14 7.1 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold AUTHORITY
15 harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and
16 expense, the following insurance coverages during the term of this Contract. As respects to the insurance
17 section only, AUTHORITY herein refers to the Housing Authority of the County of Riverside, County of
18 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers,
19 Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, and agents or
20 representatives as Additional Insureds.

21 7.1.1. Workers' Compensation:

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

27 7.1.2 Commercial General Liability:

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

8 7.1.3 Vehicle Liability:

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

14 7.1.4 General Insurance Provisions - All lines:

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

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

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

1 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship
2 for a period of one year following final acceptance of the PROJECT.

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

5 4. Verification from AUTHORITY that CONTRACTOR has removed all waste materials,
6 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If
7 CONTRACTOR has failed to remove any such items, AUTHORITY may remove such items, and
8 CONTRACTOR shall pay AUTHORITY for all costs incurred in connection with such removal.

9 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period
10 for filing of stop notices, AUTHORITY shall settle all claims and disputes, notify CONTRACTOR of final
11 acceptance of the PROJECT, and make the final five percent (5%) retention payment, less any amounts
12 which AUTHORITY is entitled to receive from CONTRACTOR under the terms of this Construction
13 Contract, including liquidated damages.

14 15 **ARTICLE 9**

16 **APPLICABLE LAWS AND REGULATIONS**

17 9.1 2 CFR 200.326, Procurement/Contract Provisions: Pursuant to 2 CFR 200.326 the Parties shall
18 comply with the provisions described in Appendix II to Part 200, Contract Provisions for non-Federal
19 entity contracts under Federal awards, including, but not limited to the following:

20 9.1.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000 by
21 AUTHORITY, CONTRACTOR hereby agrees to comply with Executive Order 11246, "Equal
22 Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by
23 Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"
24 and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,
25 Equal Employment Opportunity, Department of Labor.

26 9.1.2 Copeland "Anti-Kickback Act". For all construction or repair contracts awarded by
27 AUTHORITY, CONTRACTOR shall comply with the with the Copeland "Anti-Kickback" Act (40
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1 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and
2 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from
3 the United States”) (“Copeland Anti-Kickback Act”). The Copeland Anti-Kick Back Act provides that
4 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in
5 the construction, completion, or repair of public work, to give up any part of the compensation to which
6 he or she is otherwise entitled.

7 9.1.3 Reserved

8 9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable,
9 all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics
10 or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by
11 Department of Labor regulations (29 CFR Part 5) (“Contract Work Hours and Safety Standards Act”).
12 Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute
13 the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in
14 excess of the standard work week is permissible provided that the worker is compensated at a rate of not
15 less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work
16 week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer
17 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,
18 hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or
19 articles ordinarily available on the open market, or contracts for transportation or transmission of
20 intelligence.

21 9.1.5 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33
22 U.S.C. 1251–1387), as amended. For all contracts in excess of \$150,000, the CONTRACTOR shall
23 comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42
24 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
25 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental
26 Protection Agency (EPA).

1 9.1.6 Energy Policy and Conservation Act. CONTRACTOR hereby agrees to comply with all
2 mandatory standards and policies relating to energy efficiency, which are contained in the state energy
3 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89
4 Stat. 781).

5 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR
6 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require
7 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in
8 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such
9 provisions before commencing the performance of the Work.

10 9.1.8 Government Standards. It is the responsibility of the CONTRACTOR to ensure that all
11 items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and
12 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted
13 ordinance, code, law, or regulation. CONTRACTOR shall be responsible for all costs incurred for
14 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be
15 granted, or financial consideration given to CONTRACTOR for time or monies lost due to violations of
16 any such ordinance, code, law or regulations that may occur.

17 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an
18 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it
19 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
20 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
21 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
22 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-
23 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are
24 forwarded from tier to tier up to the non-Federal award.

25 9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the
26 definition of "funding agreement" under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract
27 with a small business firm or nonprofit organization regarding the substitution of parties, assignment or
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1 performance of experimental, developmental, or research work under that “funding agreement,” Contractor
2 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
3 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
4 Agreements,” and any implementing regulations issued by the awarding agency.

5 9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322,
6 Procurement of recovered materials.

8 **ARTICLE 10**

9 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

10 10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes
11 the following assurances, where applicable:

12 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
13 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

14 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
15 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
16 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal
17 financial assistance. AUTHORITY hereby extends this requirement to CONTRACTOR and its
18 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
19 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

20 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair
21 Housing Act, provides for fair housing throughout the United States and prohibits any person from
22 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
23 services, including in any way making unavailable or denying a dwelling to any person because of race,
24 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
25 CONTRACTOR administer all programs and activities, which are related to housing and community
26 development, in such a manner as affirmatively to further fair housing.

27 10.1.4 Age Discrimination Act of 1975.

1 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

2 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
3 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

4 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or
5 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or
6 ineligible contractor.

7 10.1.8 That none of the personnel who are employed in the administration of the work required by
8 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of
9 Title V, Chapter 15, of the United States Code.

10 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
11 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
12 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
13 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed
14 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause
15 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or
16 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or
17 correction upon the application of either part.

18
19 **ARTICLE 11**

20 **HUD SECTION 3 REQUIREMENTS**

21 11.1 As detailed within 24 CFR Part 75, Section 3 clause, the following required clauses are hereby
22 included as a part of this Contract.

23 I. The work to be performed under this contract is subject to the requirements of Section 3 of
24 the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of
25 Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or
26 HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very
27 low-income persons, particularly persons who are recipients of HUD assistance for housing.

1 II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which
2 implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify
3 that they are under no contractual or other impediment that would prevent them from complying with the
4 part 75 regulations.

5 III. The contractor agrees to send to each labor organization or representative of workers with
6 which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising
7 the labor organization or workers' representative of the contractor's commitments under this Section 3
8 Clause and will post copies of the notice in conspicuous places at the work site where both employees and
9 applicants for training and employment positions can see the notice. The notice shall describe the Section
10 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship
11 and training positions, the qualifications for each; the name and location of the person(s) taking applications
12 for each of the positions; and the anticipated date the work shall begin.

13 IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to
14 compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an
15 applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is
16 in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor
17 where the contractor has notice or knowledge that the subcontractor has been found in violation of the
18 regulations in 24 CFR part 75.

19 V. The contractor will certify that any vacant employment positions, including training
20 positions, that are filled:

21 (1) after the contractor is selected but before the contract is executed, and (2) with persons
22 other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed,
23 were not filled to circumvent the contractor's obligations under 24 CFR part 75.

24 VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions,
25 termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

26 VII. With respect to work performed in connection with Section 3 covered Indian housing
27 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also
28

1 applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent
2 feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii)
3 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-
4 owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and
5 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of
6 compliance with section 7(b).

7
8 **ARTICLE 12**

9 **BREACH AND TERMINATION**

10 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any other
11 breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of
12 defective work or improper materials.

13 12.2 AUTHORITY shall have the right to terminate this Contract in the event of a default by
14 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the HUD General
15 Conditions, attached hereto as Exhibit "D" and incorporated herein by this reference.

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

23 12.4 AUTHORITY shall give CONTRACTOR and his surety five (5) calendar days written notice prior
24 to terminating this Contract pursuant to this section, provided however, that CONTRACTOR shall, upon
25 receipt of such notice, immediately stop the installation of improvements or other permanent construction
26 work encompassing part of the PROJECT. Upon termination, AUTHORITY may take possession of the
27 PROJECT and all materials, equipment, tools and construction equipment and machinery owned by
28

1 CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever method it
2 may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment
3 under this Contract.

4 12.5 AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
5 CONTRACTOR by exercising its right of termination under this section.

6 12.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
7 right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the County
8 of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change
9 of venue in such proceedings to any other county.

10
11 **ARTICLE 13**

12 **CLAIMS RESOLUTION**

13 13.1 This Article 13 is intended to help resolve disputes between the Parties related to this PROJECT.
14 Such disputes shall be brought to the attention of AUTHORITY at the earliest possible time, so that such
15 disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly
16 undertaken. Public works claims which arise between CONTRACTOR and AUTHORITY shall be resolved
17 using the following procedure:

18 13.1.1 A "claim" means a separate demand by CONTRACTOR sent by registered mail or
19 certified mail return receipt requested for one or more of the following: (a) a time extension including,
20 without limitation, for relief from damages or penalties for delay assessed by AUTHORITY; (b) payment
21 by AUTHORITY of money or damages arising from Work done by or on behalf of the CONTRACTOR
22 and payment for which is not otherwise expressly provided or to which CONTRACTOR is not otherwise
23 entitled; (c) payment of an amount that is disputed by AUTHORITY. CONTRACTOR shall furnish
24 reasonable documentation to support the claim.

25 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the
26 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the
27 Parties, provide CONTRACTOR with a written statement identifying what portion of the claim is still
28

1 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required,
2 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment
3 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after
4 AUTHORITY issues its written statement.

5 13.1.3 If AUTHORITY fails to issue a written statement, the claim shall be deemed rejected
6 in its entirety. A claim that is denied by reason of AUTHORITY'S failure to respond to a claim, or its
7 failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with
8 regard to the merits of the claim or the responsibility or qualifications of CONTRACTOR.

9 13.1.4 If CONTRACTOR disputes AUTHORITY'S written response, or if the
10 AUTHORITY fails to respond within the time prescribed, CONTRACTOR may demand in writing, sent
11 by registered mail or certified mail return receipt requested, an informal meet and confer conference to
12 attempt to reach settlement of the portion of the claim in dispute. Upon receipt of the demand, the
13 AUTHORITY shall schedule a meet and confer conference within thirty (30) days.

14 13.1.5 Within ten (10) business days following the conclusion of the meet and confer
15 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall provide the
16 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the
17 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within
18 sixty (60) days after the AUTHORITY issues its written statement.

19 13.1.6 Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall
20 be submitted to nonbinding mediation, with AUTHORITY and CONTRACTOR sharing the mediator costs
21 equally. AUTHORITY and CONTRACTOR shall mutually agree to a mediator within ten (10) business
22 days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon
23 a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party
24 to mediate the disputed portion of the claim. Each Party shall bear the fees and costs charged by its
25 respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful to
26 resolve all issues, the parts of the claim remaining in dispute shall be subject to other applicable legal
27 procedures.
28

1 14.4 In the event of a conflict between the HUD General Conditions and the Scope of Work, the HUD
2 General Conditions shall prevail. In the event of a conflict between this Contract and any applicable state
3 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local
4 law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or
5 Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order
6 shall prevail.

7 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have
8 the authority to execute this Contract on behalf of each respective Party and further warrant and represent
9 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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16 **(Remainder of Page Intentionally Blank)**

17 **(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.


3
4 **AUTHORITY:**

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

CONTRACTOR:


FINAL TOUCH CONSTRUCTION &
DESIGN, INC., a California corporation

7
8
9 By: _____
Heidi Marshall
Executive Director

By:  _____
Luis Echeverria
CEO

11 Dated: _____

Dated: _____

13
14 By:  _____
Vanessa Echeverria
Secretary

16
17 Dated: _____

18
19 APPROVED AS TO FORM:
20 Minh C. Tran
21 County Counsel

22
23 By:  _____
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 eight (8) 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 eight (8) 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 color to be approved by HACR.
- 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.
- 28 21. Contractor to provide and install the following: New 3-ton AC on 1 unit. Install new digital
thermostats on 5 units. Install new control fuse on 2 units. Perform HVAC Maintenance on all
units. Install new combustion inducer fan motors on 4 units. Install new multi start control on 1
unit. Install new fused disconnect on 1 unit. Repair vent piping for furnace on 2 units. Install new
primary contactor on 1 unit. HACR representative to indicate and confirm locations of all
installations and repair work prior to start.

Exhibit "B"

Contractor's Form of Bid

(behind this page)

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ESTIMATE

Final Touch Construction & Design
 16466 Foothill Blvd
 Fontana, CA 92335
 (909) 350-3658

Sales Representative
 Brenda Vera
 brenda.v@finaltouchconstruction.net



Job #222504 - THE DESERT ROSE APARTMENTS
24501 SCHOOL ROAD
Ripley, CA 92225

Estimate #	224870
Date	10/31/2023

Item	Description	Qty	Price	Amount
Renovation	Two Bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	3.00	\$65,000.00	\$195,000.00
Renovation	Three Bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	4.00	\$70,000.00	\$280,000.00
Renovation	Four bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	1.00	\$80,744.00	\$80,744.00

If applicable, FOR NEW INSTALLS:
 All Work Comes with 1 Year Labor and Materials warranty from Final Touch Construction
 10 Year warranty on flat roofs.
 Warranty on Pitch Roofs Depends on Material/Warranty Period Selected and provided by Manufacturer.
 (See Description on top for warranty period on Pitch Roofs)

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. The schedule of progress payments must

specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Payment Terms are as Follows.

For ANY project over 2k : 10% Down, 40% When Project Starts, 40% when Material is Delivered, 10% when Project is complete.

For ANY project under 2k : 50% down and 50% when complete

For window projects : 50% down and 50% when complete

ALL change orders are due on receipt of invoice, no exceptions

Customer will be responsible for any Legal fees due to missed payments.

****It is the Home owners Responsibility to relocate Any Satellite Dishes prior to Roof work being started. If Satellite Dishes are roof mounted, We will remove the satellite and not Reinstall.

****If house is in an HOA, it will be home owners responsibility to obtain approval. If FTC is needed to fill out applications/obtain approval from Association, there would be a minimum 250 Admin Fee added to project.

If project is cancelled within 48 hours of Scheduled Date, a fee will be accessed. If a Project is Cancelled upon arrival to start, a 1200 Cancellation Trip Charge will Be accessed. Plus Cost of Permits. If a project is cancelled after the 3 Day Cancellation Period, a fee up to 30% of Contract will be assessed.

Sub Total

\$555,744.00

Total

\$555,744.00

SPECIAL INSTRUCTIONS

Each buyer acknowledges that: [1] Before signing this contract buyer received and read a legible, completely filled in copy signed by seller, the included notice to owner and any attached plans and specifications; [2] Buyer understands, approves and agrees to be bound by all of the provisions hereof including the terms and conditions, the specifications and descriptions of work and materials on reverse; [3] This is the entire contract and no promise not contained herein has been made to buyer; and [4] Buyer has the right to require seller to have performance and payment bond at buyer's expense. We are not responsible for any lawyer fees in the event of any arbitration. Any Lawyer fees incurred by contractor will be transferred to home owner in event of arbitration due to breach of contract or withholding of payment.

30% Minimum Cancellation Fee of total cost of project If canceled after 3 Day Right of Rescission

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Exhibit "C"

Special Federal Provisions for CDBG Construction Projects

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA _____
Modification Number: _____
Date: _____

Language under Article 11

4. Section 3 Compliance: The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] and agrees to the following:

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 75, 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 75 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

1 site where both employees and applicants for training and employment positions can see the
2 notice. The notice shall describe the Section 3 preference, shall set forth minimum number and
3 job titles subject to hire, availability of apprenticeship and training positions, the qualifications
4 for each; and the name and location of the person(s) taking applications for each of the positions;
5 and the anticipated date the work shall begin.

6 D. The contractor agrees to include this Section 3 clause in every subcontract subject to
7 compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided
8 in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the
9 subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not
10 subcontract with any subcontractor where the contractor has notice or knowledge that the
11 subcontractor has been found in violation of the regulations in 24 CFR Part 75.

12 E. The contractor will certify that any vacant employment positions, including training positions,
13 that are filled (1) after the contractor is selected but before the contract is executed, and (2) with
14 persons other than those to whom the regulations of 24 CFR Part 75 require employment
15 opportunities to be directed, were not filled to circumvent the contractor's obligations under 24
16 CFR Part 75.

17 F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination
18 of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

27 H. The work to be performed under this contract is subject to the requirements of Section 3 of the
28 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
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certify that they are under no contractual or other impediment that would prevent them from
complying with the Part 75 regulations.

J. 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

1 job titles subject to hire, availability of apprenticeship and training positions, the qualifications
2 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.

3 K. The contractor agrees to include this Section 3 clause in every subcontract subject to
4 compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided
5 in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the
6 subcontractor is in violation of the regulations in 24 CFR Part 75. 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 75.

7 L. The contractor will certify that any vacant employment positions, including training positions,
8 that are filled (1) after the contractor is selected but before the contract is executed, and (2) with
9 persons other than those to whom the regulations of 24 CFR Part 75 require employment
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CFR Part 75.

10 M. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions,
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13 N. With respect to work performed in connection with Section 3 covered Indian housing
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16 given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract
that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to
17 the maximum extent feasible, but not in derogation of compliance with Section 7(b).

18 **Additional Federal Requirements**

19 Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and
20 regulations, including but not limited to the regulations pertaining to the Community Development Block
21 Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and
Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and
sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

22 1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24,
23 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13,
24 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The
Contractor/Consultant will not discriminate against any employee or applicant for employment because
25 of race, color, religion, sex, sexual orientation, general identity or national origin. Contractor/Consultant
will ensure that all qualified applicants will receive consideration for employment without regard to race,
26 color, religion, sex sexual orientation, general identity or national origin. The Contractor/Consultant will
take affirmative action to ensure that applicants are employed and the employees are treated during
27 employment, without regard to their race color, religion, sex, sexual orientation, general identity or
national origin. Such actions shall include, but are not limited to, the following: employment, up-
28

1 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of
2 compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to
3 post in a conspicuous place, available to employees and applicants for employment, notices to be
4 provided by the County setting forth the provisions of this non-discriminating clause.

5 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.A. Section 3145): All contracts and
6 subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall
7 include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as
8 supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on
9 Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United
10 States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any
11 means, any person employed in the construction, completion, or repair of public work, to give up any
12 part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or
13 reported violations to HUD.

14 3. Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148): When required by Federal
15 program legislation, all construction contracts awarded by the recipients and subrecipients of more than
16 \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. A. Section 3141-
17 3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards
18 Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under
19 the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not
20 less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In
21 addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a
22 copy of the current prevailing wage determination issued by the U.S. Department of Labor in each
23 solicitation and the award of a contract shall be conditioned upon the acceptance of the wage
24 determination. The recipient shall report all suspected or reported violations to HUD.

25 4. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 32701 through 3708): Where
26 applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in
27 excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a
28 provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701-
32708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40
U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on
the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible
provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all
hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 of the Act is applicable to
construction work and provides that no laborer or mechanic shall be required to work in surroundings or
under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not
apply to the purchases of supplies or materials or articles ordinarily available on the open market, or
contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the
performance of experimental, developmental, or research work shall provide for the rights of the Federal
Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to
Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,
Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

1 6. Rights to Data and Copyrights – Contractors and consultants agree to comply with all applicable
2 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal
Acquisition Regulations (FAR).

3 7. Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401
4 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:—
5 Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the
6 recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the
Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33
U.S.C.A. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the
Environmental Protection Agency (EPA).

7
8 8. Byrd Anti-Lobbying Amendment (31 U.S.C.A. 1352)— Contractors who apply or bid for an
9 award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it
10 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
11 attempting to influence an officer or employee of any agency, a member of Congress, officer or
employee of Congress, or an employee of a member of Congress in connection with obtaining any
Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any
lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such
disclosures are forwarded from tier to tier up to the recipient.

12
13 9. Debarment and Suspension (Executive Orders (E.O. s) 12549 and 12689)—No contract shall be
14 made to parties listed on the General Services Administration's List of Parties Excluded from Federal
15 Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and
16 Suspension,” as set forth at 24 CFR part 2424. This list contains the names of parties debarred,
17 suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or
regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase
threshold shall provide the required certification regarding its exclusion status and that of its principal
employees.

18 10. Drug-Free Workplace Requirements— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section
19 8101-8103)requires grantees (including individuals) of federal agencies, as a prior condition of being
20 awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must
certify that it will comply with drug-free workplace requirements in accordance with the Act and with
HUD's rules at 24 CFR part 2425.

21 11. Access to Records and Records Retention: The Consultant or Contractor, and any sub-consultants
22 or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized
23 representatives access to the work area, as well as all books, documents, materials, papers, and records of
24 the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a
25 specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The
26 Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep
27 such books, documents, materials, papers, and records, on a current basis, recording all transactions
pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All
such books and records shall be retained for such periods of time as required by law, provided, however,
notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be
retained for a period of at least four (4) years after the expiration of the term of this Agreement.

1 12. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States,
2 and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit
to arise from the same.

3 13. Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are
4 contained in the State energy conservation plan issued in compliance with the Energy Policy and
Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

5 14. Procurement of Recovered Materials (2 CFR 200.322.) A non-Federal entity that is a state
6 agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C.
7 Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the
8 Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only
9 items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that
10 contain the highest percentage of recovered materials practicable, consistent with maintaining a
11 satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of
the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management
services in a manner that maximizes energy and resource recovery; and establishing an affirmative
procurement program for procurement of recovered materials identified in the EPA guidelines.

12 15. Build America, Buy America (BABA) Act: The Grantee must comply with the requirements of
13 the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices,
14 as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,
15 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America
Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds
obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements,
unless excepted by a waiver.

16 16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of
17 domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA 2022
18 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec.
19 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections,
20 rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's
21 program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1,
22 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees,
23 subrecipients and developers shall ensure compliance with all requirements of VAWA including but not
24 limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or
25 have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic
26 violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to
27 another safe and available unit; (c) Provide protections against denial, terminations, and evictions that
28 directly result from being a victim of domestic violence; (d) Implement a low barrier certification
process and allow self-certification of domestic violence.

Exhibit "D"

**HUD Form 5370 - C
General Conditions for Non-Construction Contracts**

(behind this page)

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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 of 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 there from, 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.

Exhibit "E"

Federal Prevailing Wage Decision No. CA20230017 MOD 13 7/13/2023

State: California

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

Residential Construction Projects (consisting of single-family homes and apartments up to and including 4 stories)

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PERFORMANCE BOND

Bond No. 906227245
Premium: \$13,894.00

(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the Housing Authority of the County of Riverside (“Owner”) on September 6, 2023, has awarded Construction Contract Number: 2023-001 (“Contract”) to the undersigned Final Touch Construction & Design, Inc., as Principal (“Principal”) to perform the work (“Work”) for the following project; Apartment Renovation Project at Desert Rose Apts., which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Owner in the penal sum of Five Hundred Fifty-Five Thousand, Seven Hundred Forty-Four and 00/100-- Dollars (\$555,744.00--), this amount being not less than one hundred percent (100%) of the total sum payable by Owner under the Contract at the time the Contract is awarded by Owner to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by Owner, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

PERFORMANCE BOND

Whenever Principal shall be, and is declared by Owner to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by Owner or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by Owner as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by Owner under the Contract and any modifications thereto, less the amount previously paid by Owner to the Principal and less amounts that Owner is authorized to withhold under the terms of the Contract.

If Owner determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of Owner and applicable laws. Unless otherwise approved by Owner, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than Owner or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by Owner and judgment or award is entered in favor of Owner as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the Owner.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

PERFORMANCE BOND

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Owner's rights against the others.

Signed, Sealed and Dated: November 10, 2023.

Final Touch Construction & Design, Inc.

(Proper name of Principal)

(Corporate Seal of Principal, if Corporation)

By:



Signature of Principal authorized representative

Wes Edneria

Print or type authorized representative's Name

16466 Foothill Boulevard, Fontana , CA 92335

Print or type Principal's Address

The Ohio Casualty Insurance Company

Surety

(Corporate Seal of Surety)

By:



Attorney-in-Fact , Andrew J. Waterbury

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Moody Insurance Agency, Inc.

Name and Address of California Agent of Surety

8055 E Tufts Ave., #1000, Denver, CO 80237

(303) 824-6600

Telephone Number of California Agent of Surety


Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.

**COLORADO NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Colorado

County of Denver

This record was acknowledged before me on November 10, 2023 (date) by
Andrew J. Waterbury (name[s] of individual[s]).



Signature of Notarial Officer
Tyla Chacon
Notary Public

Title of Office

My Commission Expires: 09/18/2027

(Seal)

TYLA CHACON Notary Public State of Colorado Notary ID # 20234035694 My Commission Expires 09-18-2027
--



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206946-965037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew J. Waterbury, Bradley J. Moody, Elizabeth Ostblom, Evan E. Moody, Jody L. Anderson, Karen A. Feggestad, Lec Dartois

all of the city of Denver state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2023.



By: Renee C. Llewellyn, Assistant Secretary

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF San Bernardino

On 12/14/2023 before me, Nelly Sanchez, Notary Public
(Date) (Name and title of the officer)

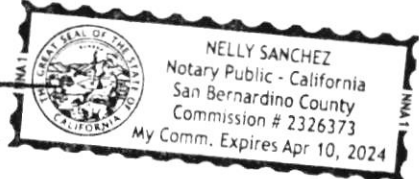
personally appeared Luis Echeverria
(Name of person signing)

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

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

WITNESS my hand and official seal.

Nelly Sanchez
Signature of officer



(Seal)

PAYMENT BOND

Bond No. 906227245

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the Housing Authority of the County of Riverside ("Owner") on September 6th, 2023, has awarded Construction Contract Number: 2023-001 ("Contract") to the undersigned Final Touch Construction & Design, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Apartment Renovation Project at Desert Rose Apts.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Owner in the penal sum of Five Hundred Fifty-Five Thousand, Seven Hundred Forty-Four and 00/100-- Dollars (\$555,744.00--), this amount being not less than one hundred percent (100%) of the total sum payable by Owner under the Contract at the time the Contract is awarded by Owner to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by Owner or Principal.

PAYMENT BOND

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Owner's rights against the others.

Signed, Sealed and Dated: November 10, 2023

Final Touch Construction & Design, Inc.

(Proper name of Principal)

(Corporate Seal of Principal, if Corporation)

By:



Signature of Principal authorized representative

Luis Echeverria

Print or type authorized representative's Name

16466 Foothill Boulevard, Fontana , CA 92335

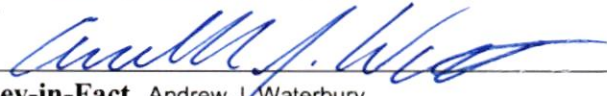
Print or type Principal's Address

The Ohio Casualty Insurance Company

Surety

(Corporate Seal of Surety)

By:



Attorney-in-Fact, Andrew J. Waterbury

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Moody Insurance Agency, Inc.

Name and Address of California Agent of Surety

8055 E Tufts Ave., #1000, Denver, CO 80237

(303) 824-6600

Telephone Number of California Agent of Surety

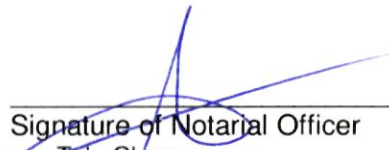
Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.

**COLORADO NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Colorado

County of Denver

This record was acknowledged before me on November 10, 2023 (date) by
Andrew J. Waterbury (name[s] of individual[s]).



Signature of Notarial Officer
Tyla Chacon
Notary Public

Title of Office

My Commission Expires: 09/18/2027

(Seal)

TYLA CHACON
Notary Public
State of Colorado
Notary ID # 20234035694
My Commission Expires 09-18-2027



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206946-965037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew J. Waterbury, Bradley J. Moody, Elizabeth Ostblom, Evan E. Moody, Jody L. Anderson, Karen A. Feggestad, Lee Dartois

all of the city of Denver state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2023.



By: Renee C. Llewellyn, Assistant Secretary

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF San Bernardino

On 12/14/2023 before me, Nelly Sanchez, Notary Public

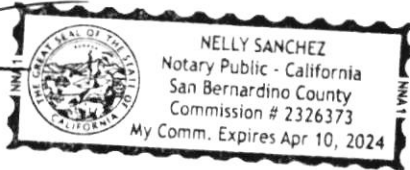
personally appeared Luis Echeverria

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

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

WITNESS my hand and official seal.

Nelly Sanchez
Signature of officer



(Seal)

1 **THE RENOVATION CONTRACT**

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

- 5 1.1.1 The Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference;
- 6 1.1.2 CONTRACTOR’S Form of Bid submitted to AUTHORITY on September 6, 2023, attached
7 hereto as Exhibit B and incorporated herein by this reference;
- 8 1.1.3 The Special Federal Provisions for CDBG Projects, attached hereto as Exhibit C and
9 incorporated herein by this reference;
- 10 1.1.4 Form HUD-5370-C General Conditions for Non-Construction Contracts – Public Housing
11 Programs, attached hereto as Exhibit D and incorporated herein by this reference; and
- 12 1.1.5 Federal Prevailing Wage Decision Number CA20230017 MOD 13 7/13/2023 attached
13 hereto as Exhibit E and incorporated herein by this reference.

14
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
25 AUTHORITY.

26 2.2 Site Conditions

27 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by
28

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

16 ARTICLE 3

17 TIME OF COMMENCEMENT AND COMPLETION

18 3.1 Time for Completion

19 The Work, as defined in the HUD General Conditions, to be performed under this Contract shall commence
20 within ten (10) days after a Notice to Proceed is received by CONTRACTOR, or on the date specified in
21 the Notice, whichever is later, and shall be completed within **ninety (90) days** following the said date. Time
22 is of the essence under this Contract as to each provision in which time of performance is a factor.

23 3.2 Liquidated Damages

24 3.2.1 If CONTRACTOR fails to complete the PROJECT within the time specified in the Contract,
25 or any extension, as specified in HUD General Conditions Form 5370, attached hereto as Exhibit D,
26 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300)**
27 **dollars** for each day of delay. If different completion dates are specified in the contract for separate parts
28

1 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which
2 are delayed. To the extent that CONTRACTOR'S delay or nonperformance is excused under another clause
3 in this Contract, liquidated damages shall not be due AUTHORITY. CONTRACTOR remains liable for
4 damages caused other than by delay.

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

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

10
11 **ARTICLE 4**

12 **CONTRACT SUM**

13 4.1 The AUTHORITY shall provide to the CONTRACTOR for the performance of the Work, subject
14 to the additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Five**
15 **Hundred Fifty-Five Thousand Seven Hundred and Forty-Four Dollars (\$555,744.00)**, including all
16 expenses ("Contract Sum"). CONTRACTOR exceeds the Contract Sum amount at their own risk.
17 CONTRACTOR is under no obligation to provide additional services that would cause CONTRACTOR'S
18 fees to exceed the Contract Sum without prior revision of this amount by written change order.

19 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
20 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by
21 federal, state, or governmental authority, taxing the materials, services required, or labor furnished, and of
22 any other tax levied by reason of the Work to be performed hereunder.

23 4.3 The Contract Sum is not subject to escalation, CONTRACTOR having satisfied themselves that the
24 Contract Sum includes all labor and material increases anticipated throughout the duration of this Contract.

25
26 **ARTICLE 5**

27 **PROGRESS PAYMENTS**

1 5.1 Based upon applications for payment submitted by CONTRACTOR to AUTHORITY, and
2 certificates for payment issued by the Architect/Consultant, if any, AUTHORITY shall make progress
3 payments on account of the Contract Sum to CONTRACTOR, as provided in the HUD General Conditions
4 of the Construction Documents.

5 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
6 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for payment
7 requesting progress payment. Approved applications for progress payments will be paid by the 30th day of
8 each month, provided that the application for payment has been submitted to the AUTHORITY on or before
9 the first working day of the month.

10
11 **ARTICLE 6**

12 **INDEMNIFICATION AND HOLD HARMLESS**

13 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
14 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
15 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
16 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
17 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
18 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
19 out of or in any way relating to this Contract. CONTRACTOR shall defend at its sole expense and pay all
20 costs and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
21 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

22 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
23 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
24 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
25 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
26 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

1 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
2 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
3 or claim involved.

4 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
5 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
6 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall
7 survive the termination and expiration of this Contract.

8 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
9 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
10 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

11
12 **ARTICLE 7**

13 **INSURANCE**

14 7.1 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold AUTHORITY
15 harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and
16 expense, the following insurance coverages during the term of this Contract. As respects to the insurance
17 section only, AUTHORITY herein refers to the Housing Authority of the County of Riverside, County of
18 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers,
19 Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, and agents or
20 representatives as Additional Insureds.

21 7.1.1. Workers' Compensation:

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

27 7.1.2 Commercial General Liability:

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

8 7.1.3 Vehicle Liability:

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

14 7.1.4 General Insurance Provisions - All lines:

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

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

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

1 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship
2 for a period of one year following final acceptance of the PROJECT.

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

5 4. Verification from AUTHORITY that CONTRACTOR has removed all waste materials,
6 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If
7 CONTRACTOR has failed to remove any such items, AUTHORITY may remove such items, and
8 CONTRACTOR shall pay AUTHORITY for all costs incurred in connection with such removal.

9 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period
10 for filing of stop notices, AUTHORITY shall settle all claims and disputes, notify CONTRACTOR of final
11 acceptance of the PROJECT, and make the final five percent (5%) retention payment, less any amounts
12 which AUTHORITY is entitled to receive from CONTRACTOR under the terms of this Construction
13 Contract, including liquidated damages.

14 **ARTICLE 9**

15 **APPLICABLE LAWS AND REGULATIONS**

16
17 9.1 2 CFR 200.326, Procurement/Contract Provisions: Pursuant to 2 CFR 200.326 the Parties shall
18 comply with the provisions described in Appendix II to Part 200, Contract Provisions for non-Federal
19 entity contracts under Federal awards, including, but not limited to the following:

20 9.1.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000 by
21 AUTHORITY, CONTRACTOR hereby agrees to comply with Executive Order 11246, "Equal
22 Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by
23 Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"
24 and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,
25 Equal Employment Opportunity, Department of Labor.

26 9.1.2 Copeland "Anti-Kickback Act". For all construction or repair contracts awarded by
27 AUTHORITY, CONTRACTOR shall comply with the with the Copeland "Anti-Kickback" Act (40
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1 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and
2 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from
3 the United States”) (“Copeland Anti-Kickback Act”). The Copeland Anti-Kick Back Act provides that
4 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in
5 the construction, completion, or repair of public work, to give up any part of the compensation to which
6 he or she is otherwise entitled.

7 9.1.3 Reserved

8 9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable,
9 all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics
10 or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by
11 Department of Labor regulations (29 CFR Part 5) (“Contract Work Hours and Safety Standards Act”).
12 Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute
13 the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in
14 excess of the standard work week is permissible provided that the worker is compensated at a rate of not
15 less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work
16 week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer
17 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,
18 hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or
19 articles ordinarily available on the open market, or contracts for transportation or transmission of
20 intelligence.

21 9.1.5 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33
22 U.S.C. 1251–1387), as amended. For all contracts in excess of \$150,000, the CONTRACTOR shall
23 comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42
24 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
25 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental
26 Protection Agency (EPA).

1 9.1.6 Energy Policy and Conservation Act. CONTRACTOR hereby agrees to comply with all
2 mandatory standards and policies relating to energy efficiency, which are contained in the state energy
3 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89
4 Stat. 781).

5 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR
6 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require
7 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in
8 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such
9 provisions before commencing the performance of the Work.

10 9.1.8 Government Standards. It is the responsibility of the CONTRACTOR to ensure that all
11 items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and
12 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted
13 ordinance, code, law, or regulation. CONTRACTOR shall be responsible for all costs incurred for
14 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be
15 granted, or financial consideration given to CONTRACTOR for time or monies lost due to violations of
16 any such ordinance, code, law or regulations that may occur.

17 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an
18 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it
19 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
20 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
21 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
22 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-
23 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are
24 forwarded from tier to tier up to the non-Federal award.

25 9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the
26 definition of "funding agreement" under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract
27 with a small business firm or nonprofit organization regarding the substitution of parties, assignment or
28

1 performance of experimental, developmental, or research work under that “funding agreement,” Contractor
2 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
3 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
4 Agreements,” and any implementing regulations issued by the awarding agency.

5 9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322,
6 Procurement of recovered materials.

8 **ARTICLE 10**

9 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

10 10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes
11 the following assurances, where applicable:

12 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
13 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

14 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
15 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
16 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal
17 financial assistance. AUTHORITY hereby extends this requirement to CONTRACTOR and its
18 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
19 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

20 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair
21 Housing Act, provides for fair housing throughout the United States and prohibits any person from
22 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
23 services, including in any way making unavailable or denying a dwelling to any person because of race,
24 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
25 CONTRACTOR administer all programs and activities, which are related to housing and community
26 development, in such a manner as affirmatively to further fair housing.

27 10.1.4 Age Discrimination Act of 1975.

1 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

2 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
3 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

4 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or
5 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or
6 ineligible contractor.

7 10.1.8 That none of the personnel who are employed in the administration of the work required by
8 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of
9 Title V, Chapter 15, of the United States Code.

10 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
11 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
12 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
13 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed
14 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause
15 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or
16 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or
17 correction upon the application of either part.

18
19 **ARTICLE 11**

20 **HUD SECTION 3 REQUIREMENTS**

21 11.1 As detailed within 24 CFR Part 75, Section 3 clause, the following required clauses are hereby
22 included as a part of this Contract.

23 I. The work to be performed under this contract is subject to the requirements of Section 3 of
24 the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of
25 Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or
26 HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very
27 low-income persons, particularly persons who are recipients of HUD assistance for housing.

1 II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which
2 implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify
3 that they are under no contractual or other impediment that would prevent them from complying with the
4 part 75 regulations.

5 III. The contractor agrees to send to each labor organization or representative of workers with
6 which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising
7 the labor organization or workers' representative of the contractor's commitments under this Section 3
8 Clause and will post copies of the notice in conspicuous places at the work site where both employees and
9 applicants for training and employment positions can see the notice. The notice shall describe the Section
10 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship
11 and training positions, the qualifications for each; the name and location of the person(s) taking applications
12 for each of the positions; and the anticipated date the work shall begin.

13 IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to
14 compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an
15 applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is
16 in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor
17 where the contractor has notice or knowledge that the subcontractor has been found in violation of the
18 regulations in 24 CFR part 75.

19 V. The contractor will certify that any vacant employment positions, including training
20 positions, that are filled:

21 (1) after the contractor is selected but before the contract is executed, and (2) with persons
22 other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed,
23 were not filled to circumvent the contractor's obligations under 24 CFR part 75.

24 VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions,
25 termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

26 VII. With respect to work performed in connection with Section 3 covered Indian housing
27 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also
28

1 applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent
2 feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii)
3 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-
4 owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and
5 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of
6 compliance with section 7(b).

7
8 **ARTICLE 12**

9 **BREACH AND TERMINATION**

10 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any other
11 breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of
12 defective work or improper materials.

13 12.2 AUTHORITY shall have the right to terminate this Contract in the event of a default by
14 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the HUD General
15 Conditions, attached hereto as Exhibit "D" and incorporated herein by this reference.

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

23 12.4 AUTHORITY shall give CONTRACTOR and his surety five (5) calendar days written notice prior
24 to terminating this Contract pursuant to this section, provided however, that CONTRACTOR shall, upon
25 receipt of such notice, immediately stop the installation of improvements or other permanent construction
26 work encompassing part of the PROJECT. Upon termination, AUTHORITY may take possession of the
27 PROJECT and all materials, equipment, tools and construction equipment and machinery owned by
28

1 CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever method it
2 may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment
3 under this Contract.

4 12.5 AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
5 CONTRACTOR by exercising its right of termination under this section.

6 12.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
7 right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the County
8 of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change
9 of venue in such proceedings to any other county.

10
11 **ARTICLE 13**

12 **CLAIMS RESOLUTION**

13 13.1 This Article 13 is intended to help resolve disputes between the Parties related to this PROJECT.
14 Such disputes shall be brought to the attention of AUTHORITY at the earliest possible time, so that such
15 disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly
16 undertaken. Public works claims which arise between CONTRACTOR and AUTHORITY shall be resolved
17 using the following procedure:

18 13.1.1 A "claim" means a separate demand by CONTRACTOR sent by registered mail or
19 certified mail return receipt requested for one or more of the following: (a) a time extension including,
20 without limitation, for relief from damages or penalties for delay assessed by AUTHORITY; (b) payment
21 by AUTHORITY of money or damages arising from Work done by or on behalf of the CONTRACTOR
22 and payment for which is not otherwise expressly provided or to which CONTRACTOR is not otherwise
23 entitled; (c) payment of an amount that is disputed by AUTHORITY. CONTRACTOR shall furnish
24 reasonable documentation to support the claim.

25 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the
26 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the
27 Parties, provide CONTRACTOR with a written statement identifying what portion of the claim is still
28

1 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required,
2 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment
3 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after
4 AUTHORITY issues its written statement.

5 13.1.3 If AUTHORITY fails to issue a written statement, the claim shall be deemed rejected
6 in its entirety. A claim that is denied by reason of AUTHORITY'S failure to respond to a claim, or its
7 failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with
8 regard to the merits of the claim or the responsibility or qualifications of CONTRACTOR.

9 13.1.4 If CONTRACTOR disputes AUTHORITY'S written response, or if the
10 AUTHORITY fails to respond within the time prescribed, CONTRACTOR may demand in writing, sent
11 by registered mail or certified mail return receipt requested, an informal meet and confer conference to
12 attempt to reach settlement of the portion of the claim in dispute. Upon receipt of the demand, the
13 AUTHORITY shall schedule a meet and confer conference within thirty (30) days.

14 13.1.5 Within ten (10) business days following the conclusion of the meet and confer
15 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall provide the
16 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the
17 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within
18 sixty (60) days after the AUTHORITY issues its written statement.

19 13.1.6 Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall
20 be submitted to nonbinding mediation, with AUTHORITY and CONTRACTOR sharing the mediator costs
21 equally. AUTHORITY and CONTRACTOR shall mutually agree to a mediator within ten (10) business
22 days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon
23 a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party
24 to mediate the disputed portion of the claim. Each Party shall bear the fees and costs charged by its
25 respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful to
26 resolve all issues, the parts of the claim remaining in dispute shall be subject to other applicable legal
27 procedures.

1 14.4 In the event of a conflict between the HUD General Conditions and the Scope of Work, the HUD
2 General Conditions shall prevail. In the event of a conflict between this Contract and any applicable state
3 or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local
4 law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or
5 Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order
6 shall prevail.

7 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have
8 the authority to execute this Contract on behalf of each respective Party and further warrant and represent
9 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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(Remainder of Page Intentionally Blank)

(Signatures on next page)

1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth
2 below.

3
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 eight (8) 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 eight (8) 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 color to be approved by HACR.
- 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.
- 28 21. Contractor to provide and install the following: New 3-ton AC on 1 unit. Install new digital
thermostats on 5 units. Install new control fuse on 2 units. Perform HVAC Maintenance on all
units. Install new combustion inducer fan motors on 4 units. Install new multi start control on 1
unit. Install new fused disconnect on 1 unit. Repair vent piping for furnace on 2 units. Install new
primary contactor on 1 unit. HACR representative to indicate and confirm locations of all
installations and repair work prior to start.

Exhibit "B"
Contractor's Form of Bid
(behind this page)

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ESTIMATE

Final Touch Construction & Design
 16466 Foothill Blvd
 Fontana, CA 92335
 (909) 350-3658

Sales Representative
 Brenda Vera
 brenda.v@finaltouchconstruction.net



Job #222504 - THE DESERT ROSE APARTMENTS
24501 SCHOOL ROAD
Ripley, CA 92225

Estimate #	224870
Date	10/31/2023

Item	Description	Qty	Price	Amount
Renovation	Two Bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	3.00	\$65,000.00	\$195,000.00
Renovation	Three Bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	4.00	\$70,000.00	\$280,000.00
Renovation	Four bedroom Apartment: Revised scope of work will not include any major electrical, Major plumbing, Major foundation, heavy framing, mold remediation, asbestos abatement or lead abatement.	1.00	\$80,744.00	\$80,744.00

If applicable, FOR NEW INSTALLS:
 All Work Comes with 1 Year Labor and Materials warranty from Final Touch Construction
 10 Year warranty on flat roofs.
 Warranty on Pitch Roofs Depends on Material/Warranty Period Selected and provided by Manufacturer.
 (See Description on top for warranty period on Pitch Roofs)

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. The schedule of progress payments must

specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Payment Terms are as Follows.

For ANY project over 2k : 10% Down, 40% When Project Starts, 40% when Material is Delivered, 10% when Project is complete.

For ANY project under 2k : 50% down and 50% when complete

For window projects : 50% down and 50% when complete

ALL change orders are due on receipt of invoice, no exceptions

Customer will be responsible for any Legal fees due to missed payments.

****It is the Home owners Responsibility to relocate Any Satellite Dishes prior to Roof work being started. If Satellite Dishes are roof mounted, We will remove the satellite and not Reinstall.

****If house is in an HOA, it will be home owners responsibility to obtain approval. If FTC is needed to fill out applications/obtain approval from Association, there would be a minimum 250 Admin Fee added to project.

If project is cancelled within 48 hours of Scheduled Date, a fee will be assessed. If a Project is Cancelled upon arrival to start, a 1200 Cancellation Trip Charge will Be accessed. Plus Cost of Permits. If a project is cancelled after the 3 Day Cancellation Period, a fee up to 30% of Contract will be assessed.

Sub Total	\$555,744.00
Total	\$555,744.00

SPECIAL INSTRUCTIONS

Each buyer acknowledges that: [1] Before signing this contract buyer received and read a legible, completely filled in copy signed by seller, the included notice to owner and any attached plans and specifications; [2] Buyer understands, approves and agrees to be bound by all of the provisions hereof including the terms and conditions, the specifications and descriptions of work and materials on reverse; [3] This is the entire contract and no promise not contained herein has been made to buyer; and [4] Buyer has the right to require seller to have performance and payment bond at buyer's expense. We are not responsible for any lawyer fees in the event of any arbitration. Any Lawyer fees incurred by contractor will be transferred to home owner in event of arbitration due to breach of contract or withholding of payment.

30% Minimum Cancellation Fee of total cost of project If canceled after 3 Day Right of Rescission

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Exhibit "C"

Special Federal Provisions for CDBG Construction Projects

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA _____
Modification Number: _____
Date: _____

Language under Article 11

4. Section 3 Compliance: The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] and agrees to the following:

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 75, 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 75 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

1 site where both employees and applicants for training and employment positions can see the
2 notice. The notice shall describe the Section 3 preference, shall set forth minimum number and
3 job titles subject to hire, availability of apprenticeship and training positions, the qualifications
4 for each; and the name and location of the person(s) taking applications for each of the positions;
5 and the anticipated date the work shall begin.

6 D. The contractor agrees to include this Section 3 clause in every subcontract subject to
7 compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided
8 in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the
9 subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not
10 subcontract with any subcontractor where the contractor has notice or knowledge that the
11 subcontractor has been found in violation of the regulations in 24 CFR Part 75.

12 E. The contractor will certify that any vacant employment positions, including training positions,
13 that are filled (1) after the contractor is selected but before the contract is executed, and (2) with
14 persons other than those to whom the regulations of 24 CFR Part 75 require employment
15 opportunities to be directed, were not filled to circumvent the contractor's obligations under 24
16 CFR Part 75.

17 F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination
18 of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

27 H. The work to be performed under this contract is subject to the requirements of Section 3 of the
28 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.

I. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.

J. 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

1 job titles subject to hire, availability of apprenticeship and training positions, the qualifications
2 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.

3 K. The contractor agrees to include this Section 3 clause in every subcontract subject to
4 compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided
5 in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the
6 subcontractor is in violation of the regulations in 24 CFR Part 75. 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 75.

7 L. The contractor will certify that any vacant employment positions, including training positions,
8 that are filled (1) after the contractor is selected but before the contract is executed, and (2) with
9 persons other than those to whom the regulations of 24 CFR Part 75 require employment
opportunities to be directed, were not filled to circumvent the contractor's obligations under 24
CFR Part 75.

10 M. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions,
11 termination of this contract for default, and debarment or suspension from future HUD assisted
12 contracts.

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

18 **Additional Federal Requirements**

19 Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and
20 regulations, including but not limited to the regulations pertaining to the Community Development Block
21 Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and
22 Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and
sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

23 1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24,
24 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13,
25 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The
26 Contractor/Consultant will not discriminate against any employee or applicant for employment because
27 of race, color, religion, sex, sexual orientation, general identity or national origin. Contractor/Consultant
28 will ensure that all qualified applicants will receive consideration for employment without regard to race,
color, religion, sex sexual orientation, general identity or national origin. The Contractor/Consultant will
take affirmative action to ensure that applicants are employed and the employees are treated during
employment, without regard to their race color, religion, sex, sexual orientation, general identity or
national origin. Such actions shall include, but are not limited to, the following: employment, up-

1 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of
2 compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to
3 post in a conspicuous place, available to employees and applicants for employment, notices to be
4 provided by the County setting forth the provisions of this non-discriminating clause.

5 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.A. Section 3145): All contracts and
6 subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall
7 include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as
8 supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on
9 Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United
10 States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any
11 means, any person employed in the construction, completion, or repair of public work, to give up any
12 part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or
13 reported violations to HUD.

14 3. Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148): When required by Federal
15 program legislation, all construction contracts awarded by the recipients and subrecipients of more than
16 \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. A. Section 3141-
17 3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards
18 Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under
19 the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not
20 less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In
21 addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a
22 copy of the current prevailing wage determination issued by the U.S. Department of Labor in each
23 solicitation and the award of a contract shall be conditioned upon the acceptance of the wage
24 determination. The recipient shall report all suspected or reported violations to HUD.

25 4. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 32701 through 3708): Where
26 applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in
27 excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a
28 provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701-
3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40
U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on
the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible
provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all
hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 of the Act is applicable to
construction work and provides that no laborer or mechanic shall be required to work in surroundings or
under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not
apply to the purchases of supplies or materials or articles ordinarily available on the open market, or
contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the
performance of experimental, developmental, or research work shall provide for the rights of the Federal
Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to
Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,
Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

1 6. Rights to Data and Copyrights – Contractors and consultants agree to comply with all applicable
2 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal
Acquisition Regulations (FAR).

3 7. Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401
4 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:—
5 Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the
6 recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the
Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33
U.S.C.A. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the
Environmental Protection Agency (EPA).

7 8. Byrd Anti-Lobbying Amendment (31 U.S.C.A. 1352)— Contractors who apply or bid for an
8 award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it
9 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
10 attempting to influence an officer or employee of any agency, a member of Congress, officer or
11 employee of Congress, or an employee of a member of Congress in connection with obtaining any
Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any
12 lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such
disclosures are forwarded from tier to tier up to the recipient.

13 9. Debarment and Suspension (Executive Orders (E.O. s) 12549 and 12689)—No contract shall be
14 made to parties listed on the General Services Administration's List of Parties Excluded from Federal
15 Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and
16 Suspension,” as set forth at 24 CFR part 2424. This list contains the names of parties debarred,
17 suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or
regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase
threshold shall provide the required certification regarding its exclusion status and that of its principal
employees.

18 10. Drug-Free Workplace Requirements— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section
19 8101-8103)requires grantees (including individuals) of federal agencies, as a prior condition of being
20 awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must
certify that it will comply with drug-free workplace requirements in accordance with the Act and with
HUD's rules at 24 CFR part 2425.

21 11. Access to Records and Records Retention: The Consultant or Contractor, and any sub-consultants
22 or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized
23 representatives access to the work area, as well as all books, documents, materials, papers, and records of
24 the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a
25 specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The
26 Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep
27 such books, documents, materials, papers, and records, on a current basis, recording all transactions
pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All
28 such books and records shall be retained for such periods of time as required by law, provided, however,
notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be
retained for a period of at least four (4) years after the expiration of the term of this Agreement.

1 12. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States,
2 and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit
3 to arise from the same.

4 13. Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are
5 contained in the State energy conservation plan issued in compliance with the Energy Policy and
6 Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

7 14. Procurement of Recovered Materials (2 CFR 200.322.) A non-Federal entity that is a state
8 agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C.
9 Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the
10 Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only
11 items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that
12 contain the highest percentage of recovered materials practicable, consistent with maintaining a
13 satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of
14 the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management
15 services in a manner that maximizes energy and resource recovery; and establishing an affirmative
16 procurement program for procurement of recovered materials identified in the EPA guidelines.

17 15. Build America, Buy America (BABA) Act: The Grantee must comply with the requirements of
18 the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices,
19 as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,
20 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America
21 Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds
22 obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements,
23 unless excepted by a waiver.

24 16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of
25 domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022
26 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec.
27 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections,
28 rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's
program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1,
2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees,
subrecipients and developers shall ensure compliance with all requirements of VAWA including but not
limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or
have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic
violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to
another safe and available unit; (c) Provide protections against denial, terminations, and evictions that
directly result from being a victim of domestic violence; (d) Implement a low barrier certification
process and allow self-certification of domestic violence.

Exhibit "D"

**HUD Form 5370 - C
General Conditions for Non-Construction Contracts**

(behind this page)

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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 there of 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 of 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 there from, 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.

Exhibit "E"

Federal Prevailing Wage Decision No. CA20230017 MOD 13 7/13/2023

State: California

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

Residential Construction Projects (consisting of single-family homes and apartments up to and including 4 stories)

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