

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 14.1
(ID # 24854)

MEETING DATE:
Tuesday, July 30, 2024

FROM : RIVERSIDE COMMUNITY HOUSING CORP.

SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP (RCHC): Approve and Accept the Sole Bid for the Pipe Relining Project at the Rubidoux Village Apartments Located at 5581 34th Street in Jurupa Valley, CA; Submitted by Pipe Restoration, Inc., and Approve the Construction Contract Between RCHC and Pipe Restoration, Inc.; Accept a Grant in the Amount of \$291,140 Derived from County's ARPA Allocation, Approve the Form of Subrecipient Agreement for the Use of American Rescue Plan Act (ARPA) Funds and Authorize the CEO of RCHC to Execute the ARPA Subrecipient Agreement with the County; District 2. [\$320,254; 90% Federal ARPA Funds and 10% Riverside Community Housing Corp Funds] (CEQA and NEPA Exempt) (Companion Item MT# 24910)

RECOMMENDED MOTION: That the Board of Directors:

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

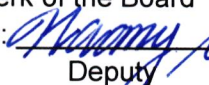
ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 7/15/2024

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Supervisor Gutierrez 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: July 30, 2024
xc: RCHC, HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item: 3.41)

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

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 Pipe Restoration, Inc. and award the Pipe Relining Contract as the only responsive and responsible bidder in the amount of \$291,140 for the Pipe Relining Project at the Rubidoux Village Apartments located at 5581 34th Street Jurupa Valley, CA 91723;
4. Approve the Construction Contract between Riverside Community Housing Corp (RCHC) and Pipe Restoration, Inc. (Contractor) for the Pipe Relining Project at Rubidoux Village Apts. (Construction Contract) and the total project budget of \$320,254;
5. Authorize the Chief Executive Officer of RCHC to sign the Construction Contract subject to approval as to form by General Counsel;
6. Approve a grant in the amount of \$291,140 derived from County's ARPA Allocation to pay for costs of relining the copper pipes at the Rubidoux Apartments;
7. Approve the attached forms of the Subrecipient Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement);
8. Authorize the CEO of the Riverside Community Housing Corp (RCHC), to execute the Subrecipient Agreement on behalf of the County, substantially conforming in form and substance to the attached Subrecipient Agreement to provide a grant in the total amount of \$291,140 subject to approval as to form by General Counsel;
9. Authorize the CEO of Riverside Community Housing Corp, (RCHC), or designee, to take all necessary steps to implement the Subrecipient Agreement and to implement and accomplish the Construction 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 ten percent (10%) to facilitate successful completion of the project, subject to approval as to form by General Counsel; and
10. Direct RCHC staff to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five business days of approval.

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$320,254	\$0	\$320,254	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds 90% and Riverside Community Housing Corp 10%			Budget Adjustment: No	
			For Fiscal Year: 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Community Housing Corp (RCHC) owns, operates, and maintains a former public housing site that consists entirely of affordable rental units. The apartment building known as the Rubidoux Village Apartments (Property) is located at 5581 34th Street, Jurupa Valley, CA, 91723. Originally built in 1968 with a copper piping water system that is now in disrepair with multiple pinhole leaks and assembled using lead solder, the water system is no longer considered safe to service the full capacity of the building. It now requires all pipes to be replaced or relined.

Relining the interior of the existing pipes instead of a complete plumbing replacement is a relatively new technique that has been used by several public housing agencies across the country. Instead of replacing water lines with all new piping, the pipe will be drained, prepared, dried, cleaned, and coated with an ANSI/NSF Standard 61 Certified barrier coating material. After the barrier coating material has cured, a pressure test will be applied to assure a leak-free system. Then, the system will be flushed and returned to service within the timelines specified in the work schedule.

RCHC advertised an Invitation for Bids (IFB) No. 2024-006 for the Pipe Relining project at the Property with a closing date of April 14, 2024. RCHC received and opened one bid. Pipe Restoration, Inc. (Contractor) was the sole bidder that responded to the solicitation that was identified as both responsible and responsive.

RCHC staff recommends that the Board of Directors approve and award the Pipe Relining Contract between RCHC and Pipe Restoration, Inc. in the amount of \$291,140 and approve the project budget as follows:

Pipe Relining Contract	\$291,140
Contingency (10%)	\$29,114
Total:	\$320,254

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

A 10% construction contingency in the amount of \$29,114 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.

The County is contributing \$291,140 towards the Project's construction cost, using American Rescue Plan Act (ARPA) funds allocated to Riverside County from California's direct allocation of federal ARPA funds; the allowable uses of ARPA funds include increasing local sheltering capacity for low-income families and individuals disproportionately affected by the COVID-19 pandemic.

The attached Subrecipient Agreement obligates \$291,140 of the ARPA funds. General Counsel has reviewed and approved as to form the attached form of the Subrecipient Agreement for the Use of ARPA Funds. Staff recommends that the Board approve the forms of Subrecipient Agreement and Construction Contract.

RCHC staff reviewed the submitted bid and determined that Pipe Restoration, Inc. was the sole responsive and responsible bidder. General Counsel has reviewed the Construction Contract and has approved it as to form.

California Environmental Quality Act (CEQA) and NEPA Findings:

This project will completely re-line the existing copper piping at the apartment complex. 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 relining of the existing copper pipes. 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 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.

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 pipe relining will protect RCHC clients by providing safe water for their apartments. This improvement will positively impact the overall health of residents and clients and improve the surrounding neighborhood.

Contract History and Price Reasonableness

RCHC advertised an Invitation for Bids (IFB) No. 2024-006 with a bid opening date of April 14, 2024. Pipe Restoration, Inc. was the sole bidder and was found to be responsive and

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

responsible. The cost proposed by the bid of \$291,140 is deemed to be appropriate, fair, and reasonable in comparison to complete replacement of all existing piping.

Attachments:

- Notice of Exemption
- Construction Contract
- Performance Bond
- Payment Bond
- Form of Subrecipient Agreement for the Use of ARPA Funds


Brianna Lontajo, Principal Management Analyst 7/23/2024


Aaron Gettis, Chief of Deputy County Counsel 7/15/2024

PIPE RELINING CONTRACT

BY AND BETWEEN

RIVERSIDE COMMUNITY HOUSING CORP

AND

PIPE RESTORATION, INC.

FOR THE

PIPE RELINING PROJECT AT RUBIDOUX VILLAGE APARTMENTS

This Pipe Relining Contract ("Contract") is made by and between the **Riverside Community Housing Corp.**, a California nonprofit public benefit corporation, hereinafter referred to as "OWNER", or "RCHC", and **Pipe Restoration, Inc.**, a California corporation, hereinafter referred to as "CONTRACTOR." OWNER and CONTRACTOR are collectively referred to herein as the "Parties."

RECITALS

- A. OWNER is a nonprofit public benefit corporation, duly created, established and authorized to transact business and exercise its powers in the State of California;
- B. This Contract pertains to that certain real property owned by OWNER located at 5581 34th Street, Jurupa Valley, CA 91723, in the County of Riverside, hereinafter referred to as the, "Property";
- C. The term "PROJECT" includes the performance, as set forth in the Contract Documents (defined in Section 1.1. below), by the CONTRACTOR, of all work or improvements on, in and about the Property; and
- D. OWNER desires that the CONTRACTOR complete the PROJECT on the terms and conditions hereinafter set forth, and CONTRACTOR agrees to perform the work to complete said PROJECT on the terms and conditions set forth below.

NOW, THEREFORE, the OWNER and CONTRACTOR, for the consideration set forth herein, mutually agree as follows:

1 **ARTICLE 1**

2 **THE PIPE RELINING CONTRACT**

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

6 1.1.1 Scope of Work attached hereto as Exhibit A and incorporated herein by this reference

7 1.1.2 Invitation for Bids (IFB) No. 2024-006 Pipe Relining Project at Rubidoux Village
8 Apartments, attached hereto as Exhibit B and incorporated herein by this reference;

9 1.1.3 CONTRACTOR's Form of Bid submitted to the OWNER on April 10, 2024 in connection
10 with IFB No. 2024-006, attached hereto as Exhibit C and incorporated herein by this
11 reference; and

12 1.1.4 HUD General Conditions 5370 C1 & C2, (General Conditions) attached hereto as Exhibit D
13 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 **Pipe Relining Project at Rubidoux Village Apartments**, for the
20 OWNER. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

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

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

26 2.2 Site Conditions
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1 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by
2 the CONTRACTOR, but the OWNER does not guarantee such data as being all-inclusive or complete in
3 every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all
4 investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S
5 submission of its bid and execution of the Contract constitutes its representation, acknowledgement and
6 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful
7 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided
8 by OWNER prior to bid closing concerning the PROJECT, site or existing improvements; the visible
9 conditions at the site and its surroundings, visible conditions of existing improvements and their existing
10 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently
11 under construction; and all information concerning visible and concealed conditions above and below the
12 surface of the ground at the site and in existing improvements, including without limitation, surveys, reports,
13 data, as-built drawings of existing improvements and utility sources, that was either provided by OWNER
14 to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public records.

16 ARTICLE 3

17 TIME OF COMMENCEMENT AND COMPLETION

18 3.1 Time for Completion

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

24 3.2 Liquidated Damages

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

5 3.2.2 If the OWNER terminates the 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 the OWNER in completing the PROJECT.

8 3.2.3 If the OWNER does not terminate the 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 OWNER shall pay the CONTRACTOR for the performance of the Work, subject to the
14 additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Two Hundred**
15 **Ninety-One Thousand One Hundred and Forty Dollars (\$291,140.00)**, including all expenses ("Contract
16 Sum"). The CONTRACTOR exceeds the contract sum amount at his/her own risk. The Contractor is under
17 no obligation to provide additional services that would cause the CONTRACTOR's fees to exceed the
18 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 law existing or which may hereafter be adopted by federal, state or
21 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
22 levied by reason of the Work to be performed hereunder.

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

26
27 **ARTICLE 5**

1 **PROGRESS PAYMENTS**

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

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

11 **ARTICLE 6**

12 **INDEMNIFICATION AND HOLD HARMLESS**

13 6.1 CONTRACTOR shall indemnify and hold harmless the OWNER, 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 OWNER;
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.
27

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

4 6.4 The specified insurance limits required in this Pipe Relining 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 the CONTRACTOR'S obligation to indemnify or hold the
15 OWNER harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost
16 and expense, the following insurance coverages during the term of this Contract. As respects to the
17 insurance section only, the OWNER herein refers to the Riverside Community Housing Corp., Housing
18 Authority of the County of Riverside, County of Riverside, its Agencies, Districts, Special Districts, and
19 Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors,
20 employees, elected or appointed officials, and agents or representatives as Additional Insureds.

21 7.1.1. Workers' Compensation:

22 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall
23 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
24 of 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 OWNER.

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 the OWNER 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 OWNER 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 A M BEST rating of not less than A: VIII (A:8) unless such
17 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
18 Manager waives a requirement for a particular insurer such waiver is only valid for that
19 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 exceed \$500,000 per occurrence each such
22 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 OWNER, and at the election of the Country's Risk Manager,
25 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as
26 respects this Contract with the OWNER, or 2) procure a bond which guarantees payment of
27 losses and related investigations, claims administration, and defense costs and expenses.

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

21 4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall
22 be construed as primary insurance, and the OWNER'S insurance and/or deductibles and/or
23 self-insured retention's or self-insured programs shall not be construed as contributory.

24 5) If, during the term of this Contract or any extension thereof, there is a material change in the
25 scope of services; or, there is a material change in the equipment to be used in the
26 performance of the scope of work; or, the term of this Contract, including any extensions
27 thereof, exceeds five (5) years; the OWNER reserves the right to adjust the types of
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1 insurance and the monetary limits of liability required under this Pipe Relining Contract, if
2 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried
3 by the CONTRACTOR has become inadequate.

4 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
5 subcontractors working under this Contract.

6 7) The insurance requirements contained in this Contract may be met with a program(s) of self-
7 insurance acceptable to the OWNER.

8 8) CONTRACTOR agrees to notify OWNER of any claim by a third party or any incident or
9 event that may give rise to a claim arising from this Contract.

10
11 **ARTICLE 8**

12 **PROJECT CLOSEOUT**

13 8.1 A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally
14 completed, and all requirements of this Contract have been satisfied. OWNER shall cause the Notice of
15 Completion to be recorded in the office of the County Recorder.

16 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the OWNER
17 has received the following:

18 1. A Certificate of Completion executed by the OWNER.

19 2. All guarantees and warranties issued by the manufacturers or installers of appliances or other
20 component parts of the Work. CONTRACTOR guarantees that the equipment, materials, and workmanship,
21 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship
22 for a period of one year following final acceptance of the PROJECT.

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

25 4. Verification from the OWNER that CONTRACTOR has removed all waste materials,
26 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If the
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1 CONTRACTOR has failed to remove any such items, the OWNER may remove such items, and the
2 CONTRACTOR shall pay the OWNER for all costs incurred in connection with such removal.

3 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period
4 for filing of stop notices, the OWNER shall settle all claims and disputes, notify the CONTRACTOR of
5 final acceptance of the PROJECT and make the final five percent (5%) retention payment, less any amounts
6 which the OWNER is entitled to receive from the CONTRACTOR under the terms of this Pipe Relining
7 Contract, including liquidated damages.

8
9 **ARTICLE 9**

10 **ADDITIONAL ORDERS AND ASSURANCES**

11 9.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes
12 the following assurances, where applicable:

13 9.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
14 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

15 9.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
16 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
17 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal
18 financial assistance. The OWNER hereby extends this requirement to CONTRACTOR and its
19 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
20 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

21 9.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair
22 Housing Act, provides for fair housing throughout the United States and prohibits any person from
23 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
24 services, including in any way making unavailable or denying a dwelling to any person because of race,
25 color, religion, sex or national origin. Pursuant to this statute, the OWNER requires that CONTRACTOR
26 administer all programs and activities, which are related to housing and community development, in such
27 a manner as affirmatively to further fair housing.

1 9.1.4 Age Discrimination Act of 1975.

2 9.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

3 9.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
4 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

5 9.1.7 That the funds provided by OWNER and HUD hereunder shall not be used, directly or
6 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or
7 ineligible contractor.

8 9.1.8 That none of the personnel who are employed in the administration of the Work required by
9 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of
10 Title V, Chapter 15, of the United States Code.

11 9.2 The mention herein of any statute or Executive Order is not intended as an indication that such
12 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
13 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
14 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed
15 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause
16 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or
17 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or
18 correction upon the application of either part.

19
20 **ARTICLE 10**

21 **BREACH AND TERMINATION**

22 10.1 Waiver by OWNER of any breach of this Contract shall not constitute a waiver of any other breach
23 or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective
24 work or improper materials.

25 10.2 Owner shall have the right to termination this Contract in the event of a default by CONTRACTOR
26 (for cause) or for Convenience (without cause) as set forth in the General Conditions, (attached hereto as
27 Exhibit D).

1 10.3 In addition to any right of termination reserved to OWNER by the General Conditions, the OWNER
2 may terminate this Contract if the CONTRACTOR is adjudged bankrupt, a receiver is appointed because
3 of the CONTRACTOR'S insolvency, or the CONTRACTOR makes a general assignment for the benefit
4 of his/her creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently
5 disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to
6 construct the PROJECT in accordance with the Drawings and Specifications, or otherwise substantially
7 violates any provision of the Contract Documents.

8 10.4 The OWNER shall give the CONTRACTOR and his surety five (5) calendar days written notice
9 prior to terminating this Contract pursuant to this section, provided however, that the CONTRACTOR shall,
10 upon receipt of such notice, immediately stop the installation of improvements or other permanent
11 construction work encompassing part of the PROJECT. Upon termination, the OWNER may take
12 possession of the PROJECT and all materials, equipment, tools and construction equipment and machinery
13 owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever
14 method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further
15 payment under this Contract.

16 10.5 The OWNER shall not be deemed to have waived any of its other rights or remedies against the
17 CONTRACTOR by exercising its right of termination under this section.

18 10.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
19 right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the County
20 of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change
21 of venue in such proceedings to any other county.

22
23 **ARTICLE 11**
24 **CLAIMS RESOLUTION**

25 11.1 This Article 11 is intended to help resolve disputes between the Parties related to this PROJECT.
26 Such disputes shall be brought to the attention of the OWNER at the earliest possible time, so that such
27 disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly
28

1 undertaken. Public works claims which arise between the CONTRACTOR and the OWNER shall be
2 resolved using the following procedure:

3 11.1.1 A “claim” means a separate demand by the CONTRACTOR sent by registered mail
4 or certified mail return receipt requested for one or more of the following: (a) a time extension including,
5 without limitation, for relief from damages or penalties for delay assessed by the OWNER; (b) payment by
6 the OWNER of money or damages arising from Work done by or on behalf of the CONTRACTOR and
7 payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise
8 entitled; (c) payment of an amount that is disputed by the OWNER. The CONTRACTOR shall furnish
9 reasonable documentation to support the claim.

10 11.1.2 Upon receipt of a claim, OWNER shall conduct a reasonable review of the claim and
11 within 45 days, or an extended period as may be set by mutual agreement of the Parties, provide the
12 CONTRACTOR with a written statement identifying what portion of the claim is still disputed and what
13 portion is undisputed. (If consultation with the Board of Commissioners is required, the OWNER may have
14 additional time as stated in Section 9204.) Any payment due on an undisputed portion of the claim shall be
15 processed and made within 60 days after the OWNER issues its written statement.

16 11.1.3 If the OWNER fails to issue a written statement, the claim shall be deemed rejected
17 in its entirety. A claim that is denied by reason of the OWNER’s failure to respond to a claim, or its failure
18 to otherwise meet the applicable time requirements, shall not constitute an adverse finding with regard to
19 the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

20 11.1.4 If the CONTRACTOR disputes the OWNER’s written response, or if the OWNER
21 fails to respond within the time prescribed, the CONTRACTOR may demand in writing, sent by registered
22 mail or certified mail return receipt requested, an informal meet and confer conference to attempt to reach
23 settlement of the portion of the claim in dispute. Upon receipt of the demand, the OWNER shall schedule
24 a meet and confer conference within 30 days.

25 11.1.5 Within 10 business days following the conclusion of the meet and confer conference,
26 if the claim or any portion thereof remains in dispute, the OWNER shall provide the CONTRACTOR a
27 written statement identifying the portion of the claim that remains in dispute and the portion that is
28

1 12.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
2 CONTRACTOR within ten (10) calendar days of any and all backordered materials and/or any incomplete
3 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any order
4 that will take more than a maximum of ten (10) calendar days past the original agreed upon delivery date,
5 may at the option of the OWNER, be canceled and ordered from another source, if, in the opinion of the
6 Contracting Officer, it is in the best interests of the OWNER to do so.

7 12.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses
8 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this
9 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a
10 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any
11 of the remaining clauses, sentences, paragraphs and sections of this Contract.

12 12.4 In the event of a conflict between the General Conditions and the Specifications, the General
13 Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law
14 or regulation, the state or local law or regulation shall prevail; provided that such state or local law or
15 regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive
16 Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

17 12.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have
18 the authority to execute this Contract on behalf of each respective Party and further warrant and represent
19 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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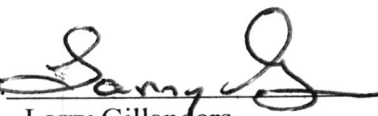
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24 **(Signatures on next page)**
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1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth
2 below.

3
4 **OWNER:**
5 RIVERSIDE COMMUNITY HOUSING CORP, a
6 California non-profit public benefit corporation

CONTRACTOR:
PIPE RESTORATION, INC., a California
corporation

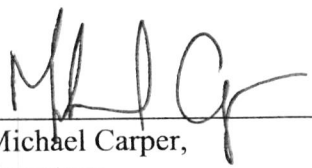
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9 By: _____
10 Heidi Marshall,
11 CEO

By:  _____
Larry Gillanders,
CEO


11 Dated: _____

Dated: June 27, 2024

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18 APPROVED AS TO FORM:
19 MINH C. TRAN
20 General Counsel

By:  _____
Michael Carper,
Secretary

Dated: 7/1/2024

21
22 By:  _____
23 ~~Amrit P. Dhillon,~~ Paula S Salcedo
24 Deputy General Counsel

1 **Exhibit "A"**

2 **Scope of Work**

3
4 **Contractor shall perform the following work for Owner:**

- 5 1. Construction Planning: All residential units will be occupied during the entire construction
6 process. Construction planning and scheduling MUST take into account that each resident requires
7 48 hours' notice prior to unit entry. Each resident MUST have a functioning kitchen sink and
8 bathroom at the end of every workday. RCHC requires the Contractor to have a complete
9 construction plan schedule prior to starting work and to have that plan approved by the project
10 manager or his designee, five (5) calendar days prior to the projected start date.
- 11 2. The work under this contract shall be performed at the Rubidoux Village Apartments located in
12 Jurupa Valley, State of California and shall include furnishing all labor, materials, equipment, and
13 incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances
14 complete as specified. Major components of the project includes: preparing the interior of the
15 units by blocking off all drains; shutting-off the water supply at each unit; scouring each line;
16 casting pipe; video inspection before and after procedure of each line; proper removal of all debris,
17 and daily clean-up. All in strict conformance with all the Contract documents.
- 18 3. The Contractor shall complete the relining and restoration of approximately 10,065 linear feet of
19 existing 3/4" copper pipe and 1,980 linear feet of existing 1/2" copper pipe across six buildings
20 comprising twenty-seven (27) units at one site: Three (3) units are single-story. The remaining
21 units are two-story. This measurement does not include elbows, sleeves, ninety-degree angle
22 connectors, T-connectors, or other adaptors connected to the existing copper piping.
- 23 4. Contractor shall install new angle stops and new supply lines at sinks and toilets.
- 24 5. Contractor to ensure proper dumping of all waste and components from the site and shall provide
25 a cleared site free of all debris, contractor equipment, etc.
- 26 6. Contractor shall be responsible for the professional quality, accuracy, competence, methodology,
27 and the coordination of all services performed pursuant to this IFB.
- 28 7. Contractor shall provide quality assurance in strict accordance with current building codes as well
as terms, conditions, special contract requirements, specifications, attachments, and exhibits
contained in the General Conditions of the Contract.
8. Verification of existing conditions:
a. It shall be the Contractor's sole responsibility to verify existing conditions for each individual
work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions
and the Scope of Work as issued. Before ordering materials/products, the Contractor shall verify
related conditions to ensure proper fit and installation.
b. Contractor to notify RCHC immediately of any hidden condition discovered which might affect
the progress of work.

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- 9. Contractor to provide and maintain temporary sanitary facilities. Existing facility use is not permitted.
- 10. RCHC will give contractor access to each unit based on contractor's proposed work schedule.
- 11. All tools, materials, and equipment shall be provided by the contractor and must meet all local applicable safety requirements. A parking space will be made available for contractor's container if needed for materials and equipment. RCHC assumes no responsibility for the loss or damage to the contractor's equipment, tools or materials stored at the job site.
- 12. Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.
- 13. Contractor will be responsible for all construction/building permits required to complete the project.
- 14. All work shall be performed in accordance with local safety standards and recognized safe practices.
- 15. Contractor to ensure proper removal of all debris and all other components from the site and shall provide a cleared site free of all debris, contractor equipment, etc. RCHC refuse containers will not be allowed to be used for disposal of contractors waste.
- 16. Field Verification: Contractor is responsible to field verify existing conditions and promptly notify RCHC if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work.
- 17. Contractor will perform a final walk-through inspection with a RCHC representative before the project will be considered complete and finished.

Exhibit "B"
IFB 2024-006
(behind this page)

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Exhibit "C"
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Exhibit "D"

HUD General Conditions 5369 & 5370 C2

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**SUBRECIPIENT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

THIS AGREEMENT for the use of American Rescue Plan Act (ARPA) funds ("Agreement") is entered into on this ____ day of **July 2024**, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP.**, a California non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as "Parties" and individually as a "Party." This Agreement, for the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the "Act", is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the "SLFRF"; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the "ARPA Rules") provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

1 **WHEREAS**, on October 4, 2022 (Minute Order 3.44), the Board approved the second
2 installment (referred to as, “2nd Round”) allocation of APRA funds to focus on projects and/or
3 programs that serve as a pathway to create affordable housing with necessary supporting
4 infrastructure to assist low-income communities disproportionately affected by the COVID-19
5 pandemic; and

6 **WHEREAS**, SUBRECIPIENT is proposing to utilize SLFRF funds to pay a portion of the
7 costs for the water pipe relining Project at the Property. The proposed work will provide
8 complete copper pipe relining for all water pipes located within the Rubidoux Apartment
9 complex (collectively, the “Project”), located at 5581 34th Street, in Rubidoux, California 91723,
10 (“Property”). The property is owned by RCHC, it is comprised of twenty-nine (29) units of
11 affordable housing restricted to households at or below 50% of the area median income. The
12 Project as more specifically described is attached hereto and incorporated herein as **Exhibit “A”**;
13 and
14

15 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
16 assistance to SUBRECIPIENT in the maximum amount of Two Hundred and Sixty-Two
17 Thousand and Twenty-Six Dollars (\$262,026.00) consisting of SLFRF funds, to fund a portion
18 of the Project costs at the Property, as more fully described herein; and

19 **WHEREAS**, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
20 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
21 economic impacts for the purpose of assisting low-income households and individuals
22 disproportionately impacted by the COVID-19 pandemic through the development, repair and
23 operation of affordable housing and services or programs to increase long-term housing security;

24 **WHEREAS**, the ARPA-assisted activities described herein comply with the Eligible Uses
25 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
26 insecurity as a result of impacts due do to the COVID-19 public health emergency.

27 **WHEREAS**, COUNTY is authorized to contract with non-profit organizations for the use
28 of ARPA funds to provide various services for homeless individuals and families;

1 **WHEREAS**, SUBRECIPIENT, as a nonprofit corporation, is eligible under the Act to
2 receive ARPA funds to provide those services as described herein;

3 **WHEREAS**, SUBRECIPIENT is eligible under the Acts to receive ARPA funds to
4 perform those activities described herein; and

5 **WHEREAS**, the SUBRECIPIENT has submitted its proposal to the COUNTY for
6 funding the activities described herein.

7 **NOW, THEREFORE, the COUNTY and SUBRECIPIENT** mutually agree as follows:

8 1. SCOPE OF WORK. SUBRECIPIENT shall provide for the complete copper pipe
9 relining at the Property, by utilizing the sum of **Two Hundred and Sixty-Two Thousand and**
10 **Twenty-Six Dollars (\$262,026.00)** in ARPA Program funds (“ARPA Grant”), as set forth and
11 in the manner provided in the Scope of Work attached hereto as Exhibit "A" and incorporated
12 herein by this reference. SUBRECIPIENT shall undertake and complete the ARPA activities
13 required herein and at the time frame as set forth in the Implementation Schedule and Budget
14 Attachment, attached hereto as Exhibit “B” and incorporated herein by this reference.
15 SUBRECIPIENT shall utilize the ARPA funds as required herein and pursuant to the Act and
16 ARPA rules and regulations. Any and all work or services provided hereunder shall be in full
17 conformity with the Act and any amendments thereto and the federal regulation and guidelines
18 now or hereinafter enacted pursuant to the Act.

19 2. TERM. The term of this Agreement shall be for a period commencing on June
20 1st, 2024, and terminating on June 30, 2025, unless sooner terminated as provided in Paragraph
21 5 herein.

22 3. DISTRIBUTION OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
23 the ARPA Grant as specified in Paragraph 1 above on a reimbursable basis for all approved
24 costs. The SUBRECIPIENT shall not submit more often than monthly to the ARPA
25 Administrator of COUNTY a certified statement setting forth in detail the expenditures made
26 for which it is asking reimbursement along with pertinent supporting documentation. The
27 COUNTY shall promptly review the monthly expenditure statement and reimburse the
28 SUBRECIPIENT for the approved costs in accordance with its usual accounting procedures.
The COUNTY may require from SUBRECIPIENT such supporting documentation as may be

1 necessary and appropriate for the COUNTY to make its determination as to allowable costs.
2 Each disbursement of ARPA Grant funds shall be made within thirty (30) days after
3 SUBRECIPIENT has submitted its statement of expenditure. In accordance with California
4 Government Code Section 926.10, the COUNTY is not permitted to pay excess interest of late
5 charges.

6 4. RECORDS AND INSPECTIONS. The SUBRECIPIENT shall maintain financial,
7 programmatic, statistical, client data, and other supporting records of its operations and financial
8 activities in accordance with 24 Code of Federal Regulations (CFR) 576.500, the *Uniform*
9 *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2
10 (CFR) Part 200), and 24 CFR Part 576.

11 Pursuant to 2 CFR Section 200.333, such records shall be open to inspection and audit by
12 the authorized representatives of the COUNTY, the U.S. Department of Housing and Urban
13 Development, and the Controller General, during regular working hours.

14 Said records shall be retained for such time as may be required by the regulations 24 CFR
15 Section 576.500 (y), but in no case shall said records be retained for a period of less than five
16 (5) years from the date that the activity or program funded with the ARPA Grant is closed out
17 by the COUNTY and reported as complete in the Comprehensive Annual Performance and
18 Evaluation Report (CAPER). Exceptions to the five (5) year retention period requirements,
19 pursuant to 2 CFR 200.333 and 24 CFR Section 576.500 (y)(2) and (3) include the following:

- 20 i. if any litigation, claim, or audit is started prior to the expiration of the five
21 (5) year period;
- 22 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, HUD,
23 or other Federal agency to extend the retention period;
- 24 iii. records for equipment or real property acquired with ARPA funds must be
25 retained for five (5) years after final disposition;
- 26 iv. when the records are transferred by the SUBRECIPIENT to the COUNTY,
27 HUD, or other Federal agency, the five (5) year period is not applicable;
- 28 v. where ARPA funds are used for the renovation of an emergency shelter
where the ARPA funding exceeds seventy-five percent (75%) of the value of the building before

1 renovations, records must be retained for a period of ten (10) years from the date where ARPA
2 funds are first obligated for renovation;

3 vi. where ARPA funds are used to convert a building into an emergency
4 shelter where the ARPA funding exceeds seventy-five percent (75%) of the value of the
5 building before conversion, records must be retained for a period of ten (10) years from the date
6 where ARPA funds are first obligated for the conversion.

7 SUBRECIPIENT shall obtain an external audit in accordance with the Uniform
8 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
9 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than
10 every two years. Nonprofit institutions and government agencies that expend less than \$750,000
11 a year in federal awards are exempt from federal audit requirements, but records must be
12 available for review by appropriate officials of the federal grantor agency or subgranting entity.
13 The audit report shall be submitted to the COUNTY within 180 days after the end of the
14 COUNTY'S fiscal year.

15 SUBRECIPIENT shall maintain a separate account for ARPA funds.

16 5. TERMINATION.

17 a. SUBRECIPIENT may not terminate this Agreement except upon express
18 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(3). Said notice shall
19 include the effective date thereof.

20 b. Notwithstanding the provisions of Paragraph 5a above, COUNTY may
21 suspend or terminate this Agreement forthwith for cause upon a ten (10) day written notice to
22 SUBRECIPIENT of the action being taken. Cause shall be established as follows:

23 (i) In the event SUBRECIPIENT fails to perform the covenants herein
24 contained at such times and in such manner as provided in this Agreement; or

25 (ii) In the event there is a conflict with any federal, state or local law,
26 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or
27 untenable; or

28 (iii) In the event the funding from the United States Department of
Housing and Urban Development (HUD), referred to in the recitals herein, is reduced,

1 terminated or otherwise becomes unavailable. COUNTY shall provide written notice to
2 SUBRECIPIENT within five (5) days from the date HUD reduces, suspends, or terminates the
3 ARPA funding. This Agreement shall be either terminated or amended to reflect said reduction
4 in funds.

5 c. This Agreement may be terminated and/or funding suspended, in whole or
6 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
7 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
8 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of
9 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs
10 related thereto, or connected with, any area of conflict from which the COUNTY has
11 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
12 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
13 be considered by the COUNTY in evaluating future ARPA and non-ARPA funding applications
14 submitted by SUBRECIPIENT.

15 d. Upon termination of this Agreement, SUBRECIPIENT agrees to return
16 any unencumbered funds which it has been provided by COUNTY. In accepting said funds,
17 COUNTY does not waive any claim or cause of action it may have against SUBRECIPIENT
18 for breach of this Agreement.

19 e. Upon termination of this Agreement, SUBRECIPIENT shall not incur any
20 obligations after the effective date of such termination, unless expressly authorized in writing
21 by COUNTY in the notice of termination.

22 6. CONDITIONS PRECEDENT. It is expressly understood and agreed by
23 SUBRECIPIENT that there will be no processing and continued funding of this Agreement
24 after Project completion.

25 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
26 determine the final disposition and distribution of all funds received by COUNTY under the
27 Acts. COUNTY, through its Department of Housing and Workforce Solutions, shall make
28 payments of ARPA funds to SUBRECIPIENT as designated in the Implementation Schedule

1 and Budget Attachment, attached hereto as Exhibit "B" for the Project as more fully described
2 in the Scope of Work, attached hereto as Exhibit "A".

3 All disbursements of ARPA funds will be made as follows:

4 a. Payments shall be made to a SUBRECIPIENT upon written request after
5 this Agreement has been fully executed on a reimbursement basis and made within thirty (30)
6 days after the SUBRECIPIENT has submitted written notice identifying payments made and
7 requesting reimbursement. Payments shall be based on actual approved and documented
8 expenses by SUBRECIPIENT.

9 b. In no event shall COUNTY be held liable for expenses incurred by
10 SUBRECIPIENT in excess of the ARPA Grant allocation as set forth in Paragraph 1, SCOPE
11 OF WORK, above.

12 c. Payments may be withheld if, on a determination by COUNTY in its sole
13 discretion, SUBRECIPIENT has not complied with the covenants herein contained at such
14 times and in such manner as provided in this Agreement.

15 d. No later than thirty (30) days prior to the termination of this Agreement,
16 SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will
17 remain unexpended upon such termination. Notwithstanding any provision contained in this
18 Paragraph 7, COUNTY shall, after a thirty (30) day written notice is given SUBRECIPIENT,
19 have the right to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of
20 expenditures in the event SUBRECIPIENT'S rate of expenditures will result in unexpended
21 funds at the expiration of this Agreement, and (3) reprogram funds associated with a project on
22 which there has been no substantial progress or activity.

23 8. PERFORMANCE EVALUATION. SUBRECIPIENT shall permit COUNTY,
24 State or Federal officials to monitor, assess, or evaluate SUBRECIPIENT'S performance under
25 this Agreement on an as needed basis to be determined by the COUNTY based on monitoring
26 and performance evaluations. Said monitoring, assessment, or evaluation to include, but are
27 not limited to, audits, inspections within the program area, and interviews with
28 SUBRECIPIENT'S employees, agents, independent contractors, and subcontractors providing
the services under this Agreement and recipients thereof.

1 9. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with the
2 implementation schedule (“Implementation Schedule and Budget Attachment”) as set forth in
3 Exhibit “B”, as such schedule may be amended by both Parties in writing.

4 10. RESERVED.

5 11. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
6 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
7 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
8 (including its employees, agents and subcontractor’s) shall in no event be entitled to any benefits
9 to which the COUNTY employees are entitled, including but not limited to overtime, any
10 retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
11 There shall be no employer-employee relationship between the Parties; and the
12 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
13 against the COUNTY based upon any contention by a third party that an employer-employee
14 relationship exists by reason of this Agreement. It is further understood and agreed by the
15 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
16 or direction of the COUNTY merely as to the results to be accomplished and not as to the means
17 and methods for accomplishing the results.

18 12. ASSIGNABILITY. SUBRECIPIENT shall not assign any of its rights, duties, or
19 obligations pursuant to this Agreement to any person or entity without the prior written consent
20 of COUNTY in its sole and absolute discretion, including but not limited to the ability to
21 subcontract all or a portion of its rights, duties, and obligations hereunder.

22 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT’S obligation
23 to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or
24 cause to be maintained, at its sole cost and expense, the following insurance coverage’s during
25 the term of this Agreement.

26 a. Workers’ Compensation:

27 If the SUBRECIPIENT has employees as defined by the State of California, the
28 SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as
prescribed by the laws of the State of California. Policy shall include Employers’ Liability

1 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person
2 per accident. The policy shall be endorsed to waive subrogation in favor of the County of
3 Riverside.

4 b. Commercial General Liability:

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

12 c. Vehicle Liability:

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

19 d. General Insurance Provisions - All lines:

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

25 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-
26 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
27 retentions shall have the prior written consent of the County Risk Manager before the
28 commencement of operations under this Agreement. Upon notification of self-insured retention
unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as

1 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of
2 losses and related investigations, claims administration, and defense costs and expenses.

3 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
4 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
5 Insurance and certified original copies of Endorsements effecting coverage as required herein,
6 and 2) if 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 such
8 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
9 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
10 to the County of Riverside 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 Agreement shall terminate forthwith, unless the County
13 of Riverside receives, prior to such effective date, another properly executed original Certificate
14 of Insurance and original copies of endorsements or certified original policies, including all
15 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
16 required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until
17 the COUNTY has been furnished original Certificate (s) of Insurance and certified original
18 copies of endorsements and if requested, certified original policies of insurance including all
19 endorsements and any and all other attachments as required in this Paragraph 13. An individual
20 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements
21 for each policy and the Certificate of Insurance.*

22 (iv). It is understood and agreed to by the Parties hereto that the
23 SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S
24 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not
25 be construed as contributory.

26 (v). If, during the term of this Agreement or any extension thereof, there is a
27 material change in the Scope of Services; or, there is a material change in the equipment to be
28 used in the performance of the Scope of Services or, the term of this Agreement, including any
extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

1 insurance required under this Agreement and the monetary limits of liability for the insurance
2 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
3 amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

4 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
5 herein to all tiers of subcontractors working under this Agreement.

6 (vii). The insurance requirements contained in this Agreement may be met with
7 a program(s) of self-insurance acceptable to the COUNTY.

8 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
9 or any incident or event that may give rise to a claim arising from the performance of this
10 Agreement.

11 14. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
12 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
13 and Departments, their respective directors, officers, Board of Supervisors, elected and
14 appointed officials, employees, agents and representatives individually and collectively
15 hereinafter referred to as "Indemnitees" from any liability whatsoever, based or asserted upon
16 any acts or services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
17 representatives arising out of or in any way relating to this Agreement, including but not limited
18 to property damage, bodily injury, or death or any other element of any kind or nature whatsoever
19 arising from the performance of SUBRECIPIENT, its officers, agents, employees,
20 subcontractors, or representatives from this Agreement. SUBRECIPIENT shall defend, at its
21 sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation,
22 defense and settlements or awards, the Indemnitees in any claim or action based upon such
23 alleged acts or omissions.

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

SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has

1 provided to COUNTY the appropriate form of dismissal relieving COUNTY as Indemnites
2 from any liability for the action or claim involved.

3 The specified insurance limits required in this Agreement shall in no way limit or
4 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnites
5 herein from third party claims. The hold harmless and indemnification obligation set forth herein
6 shall survive the termination and expiration of this Agreement.

7 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
8 provisions of the Acts and any applicable amendments thereto and the federal regulations and
9 guidelines now or hereafter enacted pursuant to the Acts. More particularly, SUBRECIPIENT
10 shall comply with those regulations found in 24 CFR 576 and shall comply with the Uniform
11 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
12 CFR Part 200), and 24 CFR 570.502. SUBRECIPIENT shall abide by the provisions of the
13 COUNTY's ARPA program policies.

14 16. ENVIRONMENTAL REVIEW. SUBRECIPIENT does not assume the
15 COUNTY'S Federal environmental responsibilities described at 24 CFR 570.604. Pursuant to
16 Section 15051 (d) of the Title 14 of the California Administrative Code, COUNTY is designated
17 as the lead agency for the project that is the subject matter of this Agreement.

18 17. FIVE-YEAR CONSOLIDATED PLAN. SUBRECIPIENT shall cooperate and
19 assist COUNTY in implementing and undertaking the goals and strategies identified in the
20 2014-2019 Five Year Consolidated Plan, pursuant to 24 CFR Part 91, in undertaking ARPA
21 Grant activities to prevent homelessness and enable homeless individuals and families to move
22 toward independent living and shall act in conformity therewith.

23 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,
24 AND EQUAL OPPORTUNITY. SUBRECIPIENT shall comply with all applicable federal,
25 state, and local laws, regulations, and ordinances pertinent to its operations and services to be
26 performed hereunder, and shall keep in effect any and all licenses, permits, notices and
27 certificates as are required thereby. SUBRECIPIENT shall further comply with all laws
28 applicable to wages and hours of employment, occupational safety and to fire safety, health and
sanitation. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall

1 adhere to and comply with the following as they may be applicable to a subrecipient of funds
2 granted pursuant to the Housing and Community Development Act of 1974, as amended:

3 a. The Homeless Emergency Assistance and Rapid Transition to Housing Act of
4 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless
5 Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act
6 of 1974, as amended, and the regulations issued thereto;

7 b. Uniform Administration Requirements pursuant to 24 CFR 570.502;

8 c. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
9 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as
10 supplemented in Department of Labor Regulations (41 CFR chapter 60). The SUBRECIPIENT
11 will not discriminate against any employee or applicant for employment because of race, color,
12 religion, sex, or national origin. SUBRECIPIENT will ensure that all qualified applicants will
13 receive consideration for employment without regard to race, color, religion, sex or national
14 origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed
15 and the employees are treated during employment, without regard to their race color, religion,
16 sex, or national origin. Such actions shall include, but are not limited to, the following:
17 employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of
18 pay or other forms of compensation; and selection for training, including apprenticeship. The
19 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants
20 for employment, notices to be provided by the County setting forth the provisions of this non-
21 discrimination clause;

22 d. Executive Order 11063, as amended by Executive Order 12259, and implementing
23 regulations at 24 CFR Part 107;

24 e. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
25 implementing regulations;

26 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
27 implementing regulations;

28

1 g. The relocation requirements of Title II and the acquisition requirements of Title
2 III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
3 and the implementing regulations at 24 CFR Part 42;

4 h. The labor standard requirements as set forth in 24 CFR 570, Subpart K and HUD
5 regulations issued to implement such requirements;

6 i. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), as
7 amended to the Equal Opportunity Act of March 24, 1972 (Pub. L. 92-261);

8 j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619) and
9 implementing regulations issued pursuant thereto (24 CFR Part 1);

10 k. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
11 1701u);

12 l. Executive Orders 11625, 12432 and 12138. Consistent with HUD's
13 responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the
14 use of minority and women's business enterprises in connection with ARPA activities;

15 m. SUBRECIPIENT shall establish and maintain a procedure through which
16 homeless individuals will be informed that use of the facilities and services is available to all
17 on a nondiscriminatory basis.

18 n. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform
19 work under this Agreement, the following clause:

20 "During the performance of this Agreement SUBRECIPIENT and its
21 subcontractors shall not unlawfully discriminate against any employee or applicant
22 for employment because of race, religion, color, national origin, ancestry, physical
23 handicap, medical condition, marital status, age (over 40) or sex.
24 SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment
25 of their employees and applicants for employment are free of such discrimination.
26 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair
27 Employment and Housing Act (Government Code, Section 12900 et seq.). The
28 applicable regulations of the Fair Employment and Housing Commission
implementing Government Code, Section 12990, set forth in Chapter 5 of Division

1 4 of Title 2 of the California Administrative Code are incorporated into this
2 Agreement by reference and made a part hereof as if set forth in full.
3 SUBRECIPIENT and its subcontractors shall give written notice of their
4 obligations under this clause to labor organizations with which they have a
5 collective bargaining or other agreement."

6 o. During the term of this Agreement, SUBRECIPIENT and its subcontractors, if
7 any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color,
8 ethnic group identification, sex, age, or physical or mental disability.

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

19 q. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141)*: When required by
20 Federal program legislation, all construction contracts awarded by the recipients and
21 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-
22 Bacon Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor
23 Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering
24 Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall
25 be required to pay wages to laborers and mechanics at a rate not less than the minimum wages
26 specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors
27 shall be required to pay wages not less than once a week. The recipient shall place a copy of the
28 current prevailing wage determination issued by the U.S. Department of Labor in each
solicitation and the award of a contract shall be conditioned upon the acceptance of the wage

1 determination. The recipient shall report all suspected or reported violations to HUD.

2 r. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
3 applicable, all contracts awarded by SUBRECIPIENT in excess of \$2,000 for construction
4 contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics
5 or laborers shall include a provision for compliance with the Contract Work Hours and Safety
6 Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29
7 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the
8 wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work
9 in excess of the standard workweek is permissible provided that the worker is compensated at
10 a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours
11 in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no
12 laborer or mechanic shall be required to work in surroundings or under working conditions
13 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases
14 of supplies or materials or articles ordinarily available on the open market, or contracts for
15 transportation or transmission of intelligence.

16 s. *Rights to Inventions Made Under a Contract or Agreement*: Contracts or
17 agreements for the performance of experimental, developmental, or research work shall provide
18 for the rights of the Federal Government and the recipient in any resulting invention in
19 accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and
20 Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and
21 any implementing regulations issued by HUD.

22 t. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with
23 all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
24 27.4, Federal Acquisition Regulations (FAR).

25 u. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42
26 U.S.C.A. 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251
27 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
28 provision that requires the recipient to agree to comply with all applicable standards, orders or
regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal*

1 *Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall
2 be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

3 v. *Anti-Lobbying Certification (31 U.S.C. 1352)*: The language of the certification
4 set forth below shall be required in all contracts or subcontracts entered into in connection with
5 this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This
6 certification is a material representation of fact upon which reliance was placed when this
7 transaction was made or entered into. Submission of this certification is a prerequisite for
8 making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any
9 person who files to file the required certification shall be subject to a civil penalty of not less
10 than \$10,000 and no more than \$100,000 for such failure.

11 “The undersigned certifies, to the best of his or her knowledge or belief, that:

12 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
13 any person for influencing or attempting to influence an officer or employee of any agency, a
14 Member of Congress, an officer or employee of Congress, or an employee of a Member of
15 Congress in connection with the awarding of any Federal contract, the making of any Federal
16 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the
17 extension, continuation, renewal, amendment, or modification of any Federal contract, grant,
18 loan, or cooperative agreement;

19 If any funds other than Federal appropriated funds have been paid or will be paid to any
20 person for influencing or attempting to influence an officer or employee of any agency, a
21 Member of Congress, an officer or employee of Congress, or an employee of a Member of
22 Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she
23 will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in
24 accordance with its instructions.”

25 w. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
26 contract shall be made to parties listed on the General Services Administration's List of Parties
27 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s
28 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list
contains the names of parties debarred, suspended, or otherwise excluded by agencies, and

1 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
2 Contractors with awards that exceed the small purchase threshold shall provide the required
3 certification regarding its exclusion status and that of its principal employees.

4 x. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
5 U.S.C. Section 8103) requires grantees (including individuals) of federal agencies, as a prior
6 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each
7 potential recipient must certify that it will comply with drug-free workplace requirements in
8 accordance with the Act and with HUD's rules at 2 CFR Part 2424.

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

22 z. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of
23 the United States, and no Resident Commissioner shall be admitted to any share or part of this
24 Agreement or to any benefit to arise from the same.

25 aa. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency
26 which are contained in the State energy conservation plan issued in compliance with the Energy
27 Policy and Conservation Act (Pub. L. 94 - 163, 89 Stat. 871).

28 bb. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that
is a state agency or agency of a political subdivision of a state and its contractors must comply

1 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C. Section 6901, et seq.),
2 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
3 include procuring only items designated in guidelines of the Environmental Protection Agency
4 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
5 consistent with maintaining a satisfactory level of competition, where the purchase price of the
6 item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
7 \$10,000; procuring solid waste management services in a manner that maximizes energy and
8 resource recovery; and establishing an affirmative procurement program for procurement of
9 recovered materials identified in the EPA guidelines.

10 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all
11 COUNTY ARPA program subrecipient monitoring requirements as required by 24 CFR Part
12 576, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
13 Federal Awards (2 CFR Part 200), and 24 CFR Part 84 and Part 85, as amended.

14 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor
15 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order
16 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the
17 scope of this provision shall comply in full with the requirements thereof. The equal opportunity
18 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated
19 into this Agreement by reference.

20 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

21 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
22 and elected and appointed officials shall become familiar with and shall comply with the ARPA
23 Conflict of Interest regulations (24 CFR Section 576.404), the Uniform Administrative
24 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
25 and the HUD regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

26 b. The SUBRECIPIENT shall maintain a written code or standards of
27 conduct that shall govern the performance of its officers, employees or agents engaged in the
28 award and administration of contracts supported by Federal funds.

1 c. No employee, officer or agent of the SUBRECIPIENT shall participate in
2 the selection, or in the award, or administration of, a contract supported by Federal funds if a
3 conflict of interest, real or apparent, would be involved.

4 d. No covered persons who exercise or have exercised any functions or
5 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate
6 in a decision-making process or gain inside information with regard to such activities, may
7 obtain a financial interest in any contract, or have a financial interest in any contract,
8 subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the
9 proceeds from the CDBG-assisted activity, either for themselves or those with whom they have
10 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
11 For purposes of this Paragraph 21d, a “covered person” includes any person who is an
12 employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
13 SUBRECIPIENT, or any designated public agency.

14 e. SUBRECIPIENT understands and agrees that no waiver or exception can
15 be granted to the prohibition against conflict of interest except upon written approval of HUD
16 pursuant to 24 CFR 576.404 and 570.611(d). Any request by SUBRECIPIENT for an exception
17 shall first be reviewed by COUNTY to determine whether such request is appropriate for
18 submission to HUD. In determining whether such request is appropriate for submission to
19 HUD, COUNTY will consider the factors listed in 24 CFR 576.404 and 570.611(e).

20 f. Prior to receiving any funding under this Agreement, SUBRECIPIENT
21 shall provide COUNTY with a list of all employees, agents, consultants, officers and elected
22 and appointed officials who are in a position to participate in a decision-making process,
23 exercise any functions or responsibilities, or gain inside information with respect to the ARPA
24 activities funded under this Agreement. SUBRECIPIENT shall also promptly provide written
25 disclosure to COUNTY of any potential conflict, including even the appearance of conflict, that
26 may arise with respect to the ARPA activities funded under this Agreement.

27 g. Any violation of this Paragraph 21 shall be deemed a material breach of
28 this Agreement, and the Agreement shall be immediately terminated by the COUNTY.

1 22. RELIGIOUS ACTIVITIES. Under federal regulations, ARPA assistance may not
2 be used for religious activities or provided to primarily religious entities for any activities,
3 including secular activities. SUBRECIPIENT shall adhere to the restrictions set forth in 24
4 CFR 576.23, 24 CFR 5.109, and 24 CFR 570.200(j), which is attached hereto as Exhibit “R”
5 and by this reference is incorporated herein.

6 23. RESERVED.

7 24. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS. No ARPA
8 Grant funds allocated to SUBRECIPIENT through this Agreement may be used, directly or
9 indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any
10 contractor or subcontractor during any period of debarment, suspension, or placement in
11 ineligibility status under the provision of 24 CFR 24.

12 25. LEAD-BASED PAINT. SUBRECIPIENT and all subcontractors, if any, shall
13 comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act
14 (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR 35).

15 26. FLOOD INSURANCE. No site proposed on which renovation, major
16 rehabilitation, or conversion of a building is to be assisted under this part, other than by grant
17 amounts allocated to the State, may be located in an area that has been identified by the Federal
18 Emergency Management Agency as having special flood hazards, unless the community in
19 which the area is situated is participating in the National Flood Insurance Program and the
20 regulations issued thereunder (44 CFR Parts 59 through 79) or less than a year has passed since
21 the Federal Emergency Management Agency notification regarding such hazards, and the
22 SUBRECIPIENT will ensure that flood insurance on the structure is obtained in compliance
23 with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

24 27. NOTICES. Any notices required or desired to be served by either party upon the
25 other shall be addressed to respective Parties as set out below or to such other addresses as from
26 time-to-time shall be designated by the respective Parties and are deemed received two days
27 after their deposit in the United States mail, postage prepaid:

28 COUNTY
4080 Lemon Street, Riverside, CA 92501
Attention: Executive Office

1 RCHC
2 5555 Arlington Avenue, Riverside, CA 92507
3 Attention: Deputy Director

4 28. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and
5 successors in interest shall be bound by all the provisions contained in this Agreement, and all
6 of the Parties thereto shall be jointly and severally liable hereunder.

7 29. HOUSING CHOICE VOUCHER PROGRAM. SUBRECIPIENT shall
8 participate with the COUNTY in the Housing Choice Voucher Program for Homeless families
9 and adhere to all its regulations issued thereunder (24 CFR Part 982).

10 30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and
11 warrants (1) that it has access to professional advice and support to the extent necessary to
12 enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise
13 carry out the Project, (2) that it is duly organized, validly existing and in good standing under
14 the laws of the State of California, (3) that it has the full power and authority to undertake the
15 Project and to execute this Agreement, (4) that the persons executing and delivering this
16 Agreement are authorized to execute and deliver such documents on behalf of SUBRECIPIENT
17 and (5) that neither SUBRECIPIENT nor any of its principals is presently debarred, suspended,
18 proposed for debarment, declared ineligible, or voluntarily excluded from participation in
19 connection with the transaction contemplated by this Agreement.

20 31. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with 42
21 U.S.C. 11375 (e) and 24 CFR 576.402, terminate assistance provided through the ARPA
22 program to an individual or family that violate program requirements. SUBRECIPIENT shall
23 have in place COUNTY approved policies and procedures that govern the termination and
24 grievance process. The procedures must describe the SUBRECIPIENT's program requirements
25 and the termination process, as well as the grievance procedure that outlines participant's rights
26 to request a hearing or other recourse regarding the termination of their assistance.

27 32. HOMELESS PREVENTION ACTIVITIES. SUBRECIPIENT shall comply with
28 the requirements of 24 CFR 576.103 pertaining to the limitations on the funding of homeless
prevention assistance.

1 33. PARTICIPATION OF HOMELESS. SUBRECIPIENT shall, to the maximum
2 extent practicable, provide for the involvement of homeless individuals and families in the
3 policymaking, renovation, maintaining, and operating of facilities assisted under the ARPA
4 program as provided by 24 CFR 576.405.

5 34. JURISDICTION AND VENUE. Any action at law or in equity arising under this
6 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining
7 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
8 State of California, located in Riverside, California, and the Parties hereto waive any provisions
9 of law providing for a change of venue to another location.

10 35. SEVERABILITY. In the event any provision in this Agreement is held by a court
11 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
12 nevertheless continue in full force without being impaired or invalidated in anyway.

13 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
14 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
15 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
16 exact, full and complete compliance with any terms of this Agreement shall not be construed as
17 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
18 the Agreement.

19 37. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
20 hereto constitutes the entire Agreement of the Parties with respect to its subject matter and
21 supersedes all prior and contemporaneous representations, proposals, discussions and
22 communications, whether oral or in writing. No oral understanding or agreement not
23 incorporated herein shall be binding on any of the Parties hereto. Each of the attachments and
24 exhibits attached hereto is incorporated herein by this reference.

25 38. ADMINISTRATION/CONTRACT LIASON; MINISTERIAL ACTS. The
26 Assistant County Executive Officer or designee(s) are authorized to administer this Agreement
27 and take such ministerial actions as may be necessary or appropriate to implement the terms,
28 provisions, and conditions of this Agreement as it may be amended from time to time by
COUNTY.

1 39. INTERPRETATION AND GOVERNING LAW. This Agreement and any
2 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
3 the State of California. This Agreement shall be construed as a whole according to its fair
4 language and common meaning to achieve the objectives and purposes of the Parties hereto,
5 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
6 Party shall not be employed in interpreting this Agreement, all Parties having been represented
7 by counsel in the negotiation and preparation hereof.

8 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
9 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that
10 they have the authority to execute this Agreement and warrant and represent that they have the
11 authority to bind the respective Parties to this Agreement and to the performance of its
12 obligations hereunder.

13 41. EFFECTIVE DATE. The effective date of this Agreement is the date the Parties
14 sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date
15 the Agreement is signed by a Party shall be the effective date.

16 42. COUNTERPARTS. This Agreement may be signed by the different Parties
17 hereto in counterparts, each of which shall be an original but all of which together shall
18 constitute one and the same Agreement.

19 43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
20 for the ARPA Grant-funded project/activity covered under the terms of this Agreement prior to
21 receiving written authorization to proceed from COUNTY.

22 44. REPROGRAMMING OF FUNDS. If COUNTY determines that substantial
23 progress toward completion of a project is not made during the term of this Agreement, the
24 entitlement funds associated with the project may be reprogrammed by COUNTY after a thirty
(30) day written notice is provided to SUBRECIPIENT.

25 45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
26 SUBRECIPIENT agrees to, and will require any lessee or assignee to notify Riverside County
27 Workforce Development Center of any and all job openings that are caused by this project.

28 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the
source of funding pursuant to this Agreement is American Rescue Plan Act(ARPA) funds

1 (CFDA 14.231), and the Grant Award Number is: B-18-UC-06-0506.

2 47. ASSIGNMENT. The SUBRECIPIENT shall not delegate or make any assignment
3 or transfer in any form with respect to this Agreement, without prior written approval of the
4 COUNTY

5 48. MODIFICATION OF AGREEMENT. This Agreement can be modified or
6 amended only by a writing signed by the duly authorized and empowered representatives of
7 COUNTY and SUBRECIPIENT, respectively.

8 49. CONFIDENTIALITY AND VICTIMS OF DOMESTIC VIOLENCE

9 a. SUBRECIPIENT shall comply with the recordkeeping requirements of 24
10 CFR Part 576.500 including the development and implementation of written client
11 confidentiality procedures to ensure:

12 (i) All records containing personally identifying information (as
13 defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of
14 any individual or family who applies for and/or receives ARPA assistance will be kept secure
15 and confidential;

16 (ii) The address or location of any domestic violence, dating violence,
17 sexual assault, or stalking shelter project assisted under the ARPA will not be made public,
18 except with written authorization of the person responsible for the operation of the shelter; and

19 (iii) The address or location of any housing of a program participant will
20 not be made public, except as provided under a preexisting privacy policy of the recipient or
21 subrecipient and consistent with state and local laws regarding privacy and obligations of
22 confidentiality.

23 b. SUBRECIPIENT must implement procedures to ensure confidentiality of
24 records pertaining to any individual or family that is provided family violence prevention or
25 treatment services.

26 (i) Victim information cannot be disclosed to any third party without
27 consent of the victim.

28 (ii) To protect clients, victim services providers must enter required
client-level data into a database that complies with HMIS requirements, but does not share

1 information with ServicePoint directly. Victim services providers are still required to aggregate
2 data for ARPA reporting purposes.

3 (iii) SUBRECIPIENT must instruct all staff that the address of a
4 domestic violence provider's shelter location will not be made public without permission of the
5 provider.

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9 Remainder of Page Intentionally Blank

10 [Signatures on Following Page]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
2 the day and year set forth below. If the Parties execute this Agreement on more than one date, then
3 the last date this Agreement is executed by a Party shall be the Effective Date.

4
5 **SUBRECIPIENT:**

COUNTY:

6 RIVERSIDE COMMUNITY HOUSING
7 CORP. a California nonprofit public benefit
8 corporation

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

9 By: _____
10 Michael F Walsh,
11 COO

By: _____
Heidi Marshall, Director
Housing and Workforce Solutions

12 Dated: _____

Dated: _____

13
14
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16
17 APPROVED AS TO FORM:
18 MINH C. TRAN
19 GENERAL COUNSEL

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

20 By: _____
21 Paula Salcido,
22 Deputy General Counsel

By: _____
Amrit P. Dhillon,
Deputy County Counsel

Exhibit "A"
Scope of Work

Contractor shall perform the following work for RCHC:

1. Construction Planning: All residential units will be occupied during the entire construction process. Construction planning and scheduling MUST take into account that each resident requires 48 hours' notice prior to unit entry. Each resident MUST have a functioning kitchen sink and bathroom at the end of every workday. RCHC requires the Contractor to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) calendar days prior to the projected start date.
2. The work under this contract shall be performed at the Rubidoux Village Apartments located in Jurupa Valley, State of California and shall include furnishing all labor, materials, equipment, and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as specified. Major components of the project includes: preparing the interior of the units by blocking off all drains; shutting-off the water supply at each unit; scouring each line; casting pipe; video inspection before and after procedure of each line; proper removal of all debris, and daily clean-up. All in strict conformance with all the Contract documents.
3. The Contractor shall complete the relining and restoration of approximately 10,065 linear feet of existing 3/4" copper pipe and 1,980 linear feet of existing 1/2" copper pipe across six buildings comprising twenty-seven (27) units at one site: Three (3) units are single-story. The remaining units are two-story. This measurement does not include elbows, sleeves, ninety-degree angle connectors, T-connectors, or other adaptors connected to the existing copper piping.
4. Contractor shall install new angle stops and new supply lines at sinks and toilets.
5. Contractor to ensure proper dumping of all waste and components from the site and shall provide a cleared site free of all debris, contractor equipment, etc.
6. Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all services performed pursuant to this IFB.
7. Contractor shall provide quality assurance in strict accordance with current building codes as well as terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in the General Conditions of the Contract.
8. Verification of existing conditions:
 - a. It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the Scope of Work as issued. Before ordering materials/products, the Contractor shall verify related conditions to ensure proper fit and installation.

1 b. Contractor to notify RCHC immediately of any hidden condition discovered which
2 might affect the progress of work.

3 9. Contractor to provide and maintain temporary sanitary facilities. Existing facility use is not
4 permitted.

5 10. RCHC will give contractor access to each unit based on contractor's proposed work
6 schedule.

7 11. All tools, materials, and equipment shall be provided by the contractor and must meet all
8 local applicable safety requirements. A parking space will be made available for contractor's
9 container if needed for materials and equipment. RCHC assumes no responsibility for the
10 loss or damage to the contractor's equipment, tools or materials stored at the job site.

11 12. Contractor shall furnish sufficient personnel with the technical knowledge and experience
12 necessary to complete the work.

13 13. Contractor will be responsible for all construction/building permits required to complete the
14 project.

15 14. All work shall be performed in accordance with local safety standards and recognized safe
16 practices.

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2 **Exhibit “B”**
3 **Implementation Schedule and Budget Attachment**

4 **Borrower:** Riverside Community Housing Corp
5 **Address:** 5555 Arlington Avenue, Riverside, California
6 **Project Title:** Rubidoux Apartments Pipe Relining Project
7 **Location:** 5581 34th Street, Rubidoux, CA

8 **Project Description:**

9 Riverside Community Housing Corp shall contract to have all copper pipes relined at the multi-family affordable rental housing project of 27 units located at 5581 34th Street.

10 **IMPLEMENTATION SCHEDULE**

Milestone	Completion Date
(1) County Approval	[July 2024]
(2) Financing Commitment	[July 2024]
(3) Construction Start Deadline	[July 2024]
(4) Completion Deadline	[September 2024]

16 **BUDGET**

Construction Funding Sources	
Riverside Community Housing Corp	\$29,124
Riverside County ARPA Grant	\$262,026
Total	\$291,150

EXHIBIT "R"

(Page 1 of 6)

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

EXHIBIT "R"

(Page 2 of 6)

toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

EXHIBIT "R"

(Page 4 of 6)

(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

EXHIBIT "R"

(Page 5 of 6)

whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

EXHIBIT "R"

(Page 6 of 6)

the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016]

SOURCE: [61 FR 5202](#), Feb. 9, 1996; [61 FR 9041](#), March 6, 1996; [61 FR 9537](#), March 8, 1996; [61 FR 11113](#), March 18, 1996; [61 FR 13616](#), March 27, 1996; [61 FR 54498](#), Oct. 18, 1996; [70 FR 77743](#), Dec. 30, 2005; [73 FR 72340](#), Nov. 28, 2008; [75 FR 66258](#), Oct. 27, 2010; [77 FR 5674](#), Feb. 3, 2012; [80 FR 42352](#), July 16, 2015; [81 FR 19416](#), April 4, 2016; [81 FR 80798](#), Nov. 16, 2016; [81 FR 90657](#), Dec. 14, 2016, unless otherwise noted.

AUTHORITY: [12 U.S.C. 1701x](#); [42 U.S.C. 1437a](#), [1437c](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#); Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; Sec. 607, [Pub.L. 109-162](#), 119 Stat. 3051 (42 U.S.C. 14043e et seq.); [E.O. 13279](#), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and [E.O. 13559](#), 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; [29 U.S.C. 794](#), [42 U.S.C. 1437a](#), [1437c](#), [1437c-1\(d\)](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#), and Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; 42 U.S.C. 3600-3620; [42 U.S.C. 5304\(b\)](#); [42 U.S.C. 12101 et seq.](#); [42 U.S.C. 12704-12708](#); [E.O. 11063](#), 27 FR 11527, 3 CFR, 1958-1963 Comp., p. 652; [E.O. 12892](#), 59 FR 2939, 3 CFR, 1994 Comp., p. 849.



Surety Group
 801 S Figueroa Street, Suite 700
 Los Angeles, CA 90017 USA
 Tel: 310-649-0990

Bond Number 100853726
 Initial Premium \$ 0

PAYMENT BOND – PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS, That we, PIPE RESTORATION INC.
2926 W. Pendleton Ave Santa Ana, CA 92704, as Principal,
 and U.S. Specialty Insurance Company, a corporation organized and existing under the laws of the State
 of Texas, and authorized to transact a general surety business in the State of California as
 Surety, are held and firmly bound unto Riverside Community Housing Corp., as Obligee,
 in the sum of Two Hundred Ninety One Thousand One Hundred Forty & No/100 Dollars (\$ 291,140.00), lawful money
 of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH, that


WHEREAS, the above-bounden Principal has entered into a contract dated April 26, 2024
 with said Obligee to do and perform the following work, to wit:

IFB No. 2024-006 – Pipe Relining Project at Rubidoux Village Apts.
 LOCATION: 5581 34th Street, Rubidoux, CA 91723

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors,
 materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for
 the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 26th day of April, 2024.

PIPE RESTORATION INC.
 Principal
 By: 

U.S. Specialty Insurance Company
 Surety
 By: 
 Keith E. Clements, Attorney In Fact



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEITH E. CLEMENTS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100853726, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.



By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

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 Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Adam S. Pessin (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of April, 2024.

Bond No. 100853726
Agency No. 700134



Kio Lo
Kio Lo, Assistant Secretary

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 Diego)

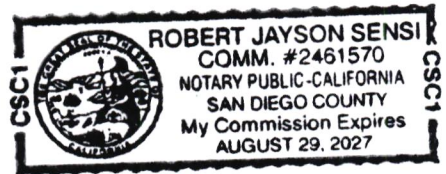
On 4-26-24 before me, Robert Jayson Sensi
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)







NOTICE OF EXEMPTION

To: County Clerk
2724 Gateway Drive
Riverside, CA 92507

Project Title: Pipe Relining Project for Rubidoux Village Apartments

Project Location: 5581 34th Street, Jurupa Valley, CA 91723

Description of Project: The Riverside Community Housing Corp. (RCHC) owns, operates, and maintains the RAD Multi-Family Housing Site known as the Rubidoux Village Apartments. Built in 1968, the copper piping here needs to be relined to prevent any further water leaks. The present and 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 and Workforce Solutions – County of Riverside

Name of Person or Agency Carrying Out Project: Riverside Community Housing Corp.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines Title 14 California Code of Regulations, Section 15061(b)(3), General Rule or "Common Sense" exemption and Section 15301, Class 1 – Existing Facilities.

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 relates to the relining of all internal copper piping at the listed RAD housing site which would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301 Class 1, Existing Facilities Exemption and Section 15061(b)(3), Common Sense, General Rule Exemption. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The relining of existing water lines within the RAD housing residential units will not have an 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 relining of all existing copper waterlines at this RAD housing site and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – 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 relining of all existing copper waterlines at an already existing multifamily housing unit will not have an effect on the environment. The relining of existing piping will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and this maintenance will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential

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to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the Riverside Community Housing Corp. 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.

Lead Agency Contact:
Juan Garcia, Deputy Director
County of Riverside
Housing and Workforce Solutions

Signature:  _____

Telephone: (951) 955-8126

Date: 4/24/24

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