

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



ITEM: 10.1
(ID # 25370)

MEETING DATE:

Tuesday, October 29, 2024

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY (HACR): Accept the American Rescue Plan Act (ARPA) Grant Funds from County in the Amount of \$1,765,999, Approve and Execute the Subrecipient Grant Agreement for the Use of ARPA Funds, Approve and Accept Sole Bid for the Desert Rose Community Center Conversion to a new Childcare Center Design-Build Project at the Desert Rose Apartments Located at 24501 School Road in Ripley Submitted by Final Touch Construction & Design, Inc., and Approve the Design-Build Contract Between the Housing Authority and Final Touch Construction & Design, Inc; District 4. [\$1,765,999; American Rescue Plan Act (ARPA) Funds 100%]; (CEQA Exempt) (Companion Item MT# 25581)

RECOMMENDED MOTION: That the Board of Commissioners:

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

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 8/30/2024

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Spiegel, seconded by Commissioner 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: October 29, 2024

xc: Housing Authority, HWS

(Companion Item: 3.15)

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Commissioners:

2. Find that the project is a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969;
3. Accept a grant in the amount of \$1,765,999 derived from County's ARPA allocation to pay for the Community Center Renovation Project at Desert Rose Apartments located in unincorporated community of Ripley;
4. Approve the attached Subrecipient Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement) between County of Riverside and Housing Authority of the County of Riverside and authorize the Chair of the Board of Commissioners to execute the Subrecipient Agreement on behalf of the Housing Authority of the County of Riverside (HACR);
5. Accept the sole bid by Final Touch Construction & Design, Inc. and award the Design-Build Contract as the only responsive and responsible bidder in the amount of \$1,442,670 for the architectural design and construction of a new childcare center using the space occupied by the former community center, at the Desert Rose Apartments located at 24501 School Road, Ripley, CA 92225;
6. Approve the Design-Build Contract between HACR and Final Touch Construction & Design, Inc. for the new Childcare Center Project at Desert Rose Apts. (Design-Build Contract) and the total construction project budget of \$1,765,999;
7. Authorize the Executive Director of HACR, or designee, to sign the Design-Build Contract;
8. Authorize the Executive Director of HACR, or designee, to take all necessary steps to implement and accomplish the Subrecipient Agreement and the Design-Build Contract, including but not limited to, signing all administrative documents, amendments, change orders and addendums to the Design-Build Contract that do not exceed 10% of the original Design-Build Contract amount to facilitate successful completion of the project, subject to approval as to form by General Counsel; and
9. Direct HACR staff to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five business days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,765,999	\$0	\$1,765,999	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% American Rescue Plan Act (ARPA) Funds			Budget Adjustment: No	
			For Fiscal Year: 2024/2025	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment building known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA, 92225 an affordable housing project with a farm worker preference. Originally built on this site in 1986, the community center has fallen into disrepair and is no longer being used as a result. The surrounding community lacks essential services such as childcare, and staff believes that repurposing the community center into a licensed childcare facility is a more effective use of the space, bringing a much-needed service to the area. A bid was advertised for the Design-Build project to renovate the existing community center and convert it into a childcare facility, with Final Touch Construction & Design, Inc. emerging as the sole bidder for the project.

HACR staff reviewed the submitted bid and determined that Final Touch Construction, Inc. was a responsive and responsible bidder for the Design-Build project. County Counsel has reviewed the Design-Build Contract and has approved it as to form.

Original Contract Amount	\$1,442,670
Contingency (22%)	\$323,329
Total:	\$1,765,999

A 22% construction contingency in the amount of \$323,329 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.

California Environmental Quality Act (CEQA) and NEPA Findings:

This project will renovate the existing community center into a childcare center on the same site, within the confines of the Property. The project is exempt from CEQA pursuant to Section 15301 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the renovation of the existing community center into a childcare center. 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 community center design-build 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.

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

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of the surrounding unincorporated communities of Ripley and Mesa Verde. The proposed project is expected to generate temporary construction jobs and permanent positions once the childcare center becomes operational. Additionally, the new childcare center will assist Desert Rose residents and surrounding unincorporated communities by providing a safe place for their children to be while parents are away at work. This improvement will positively impact the overall health of residents and clients and improve the surrounding neighborhood.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the project will be fully funded from American Rescue Plan Act funds.

Contract History and Price Reasonableness

HACR advertised an Invitation for Bids (IFB) No. 2024-003 with a bid opening date of March 18, 2024. Final Touch Construction, Inc. was the sole bidder and was found to be responsive and responsible. The cost proposed by the bid of \$1,442,670 is deemed to be appropriate, fair, and reasonable. Staff reviewed the submitted bid and determined that Final Touch Construction, Inc. was the sole responsive and responsible bidder.

Attachments:

- Notice of Exemption
- Design-Build Contract
- Subrecipient Agreement



Aaron Gettis, Chief of Deputy County Counsel 10/18/2024



Brianra Lontajo, Principal Management Analyst 10/23/2024



Aaron Gettis, Chief of Deputy County Counsel 10/18/2024



HRC staff to file

Notice of Exemption

To: Office of Planning and Research
 For U.S Mail: P.O. Box 3044
 Sacramento, CA 95812-3044

Street Address: 1400 Tenth St.
 Sacramento, CA 95814

From: Public Agency
 Address: 5555 Arlington Ave
 Riverside, CA 92504
 Erlan Gonzalez, Principal Development Specialist
 Contact: 951-343-5464
 Phone: 951-343-5464

County Clerk
 County of: Riverside
 Address: 2724 Gateway Drive
 P.O. Box 751
 Riverside, CA 92502-0751

Lead Agency (if different from above):
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Exemption in Compliance with California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption).

Project Title: Desert Rose Apartments Community Center Design – Build Project

Project Location: 24-501 School Rd, Ripley CA 92225

Project Description:

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment building known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA, 92225 an affordable housing project with a farm worker preference. Originally built on this site in 1986, the community center has fallen into disrepair and is no longer being used as a result. The surrounding community lacks essential services such as childcare, and staff believes that repurposing the community center into a licensed childcare facility is a more effective use of the space, bringing a much-needed service to the area. A bid was advertised for the Design-Build project to renovate the existing community center and convert it into a childcare facility, with Final Touch Construction & Design, Inc. emerging as the sole bidder for the project.

Project Sponsor: County of Riverside

This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or Responsible Agency

10/22/2024 and has made the following determinations regarding the above described project:
(tentative date)

Exempt Status: California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption).

Reasons Why Project is Exempt: The proposed project has been evaluated and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption). Notwithstanding any other law, the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to any project, including a phased project, funded pursuant to Section 50675.1.1 if certain requirements described in Section 50675.1.2, if applicable, are satisfied. In addition, the projects are exempt pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption) because it can be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the projects are statutorily exempt from CEQA and exempt under State CEQA Guidelines Section 15061 (b)(3).

Signature: _____ Title: Erlan Gonzalez, Principal Development Specialist

Date: 10/15/24 Date received for filing: _____

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

THIS SUBRECIPIENT GRANT AGREEMENT for the use of American Rescue Plan Act (“ARPA”) funds (“Agreement”) is entered into on this 29 day of **October, 2024**, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**, a public entity, corporate and politic, 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 (“SLRF”) 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”;

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

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;

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;

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

5 **WHEREAS**, SUBRECIPIENT is proposing to utilize ARPA Grant funds to pay a portion
6 of the costs of the Community Center Renovation Project at Desert Rose Apartments (“Project”).
7 The proposed project is to benefit the low-income community residing at the apartment complex
8 owned by the SUBRECIPIENT;

9 **WHEREAS**, Desert Rose Apartments is comprised of affordable housing restricted to
10 households at or below 50% of the area median income and the surrounding community is an
11 underserved low-income community disproportionately impacted by the COVID-19 pandemic.
12 The community center at the Desert Rose Apartments will be upgraded to better serve the
13 residents, their children, and the surrounding community. The Project is more specifically
14 described are attached hereto and incorporated herein as **Exhibit “A”**;

15 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
16 assistance to SUBRECIPIENT in the maximum grant amount of \$1,765,999.00 Dollars
17 consisting of SLFRF funds, to fund a portion of the Project’s costs, as more fully described
18 herein;
19

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

25 **WHEREAS**, the ARPA-assisted activities described herein comply with the Eligible Uses
26 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
27 insecurity as a result of impacts due do to the COVID-19 pandemic;
28

1 **WHEREAS**, SUBRECIPIENT, as a public entity, is eligible under the Act to receive
2 ARPA funds to provide those services that conform with the Eligible Uses of the Act as
3 described herein;

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

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

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

9 1. PURPOSE. SUBRECIPIENT shall carry out the Project described in **Exhibit**
10 **“A”**, by utilizing the sum of \$1,765,999.00 Dollars in ARPA Program funds (“ARPA Grant”),
11 as set forth and in the manner provided in the Scope of Work attached hereto as **Exhibit "A"**
12 and incorporated herein by this reference. SUBRECIPIENT shall undertake and complete the
13 ARPA activities required herein and at the time frame as set forth in the Implementation
14 Schedule and Budget Attachment, attached hereto as **Exhibit “B”** and incorporated herein by
15 this reference. SUBRECIPIENT shall utilize the ARPA Grant as required herein and pursuant
16 to the Act and ARPA rules and regulations. Any and all work or services provided hereunder
17 shall be in full conformity with the Act and the ARPA Rules. Any and all work or services
18 provided hereunder shall be in full conformity with the Act and any amendments thereto and
19 the federal regulation and guidelines now or hereinafter enacted pursuant to the Act..

20 2. TERM. The term of this Agreement shall be for a period commencing on the
21 Effective Date, and terminating on September 30, 2026, unless sooner terminated as provided
22 in **Section 5** herein.

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

1 accordance with its usual accounting procedures. The COUNTY may require from
2 SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the
3 COUNTY to make its determination as to allowable costs. Each disbursement of ARPA Grant
4 funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its statement
5 of expenditure.

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 the *Uniform Administrative Requirements, Cost Principles, and*
9 *Audit Requirements for Federal Awards* (2 (CFR) Part 200) and 601(d) of the Social Security
10 Act.

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. Treasury, and the Controller General,
13 during regular working hours.

14 Said records shall be retained for a period of less than five (5) years from the date that the
15 activity or program funded with the ARPA Grant is closed out by the COUNTY. Exceptions to
16 the five (5) year retention period requirements pursuant to 2 CFR 200.333:

- 17 i. if any litigation, claim, or audit is started prior to the expiration of the five
18 (5) year period;
- 19 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, U.S.
20 Department of Treasury, or other Federal agency to extend the retention period;
- 21 iii. records for equipment or real property acquired with ARPA Grant funds
22 must be retained for five (5) years after final disposition;
- 23 iv. when the records are transferred by the SUBRECIPIENT to the COUNTY,
24 HUD, or other Federal agency, the five (5) year period is not applicable;
- 25 v. Reserved;
- 26 vi. Reserved.

27 SUBRECIPIENT shall obtain an external audit in accordance with the Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
CFR Section 200.500). Audits shall usually be performed annually but not less frequently than

1 every two years. Nonprofit institutions and government agencies that expend less than \$750,000
2 a year in federal awards are exempt from federal audit requirements, but records must be
3 available for review by appropriate officials of the federal grantor agency or subgranting entity.
4 The audit report shall be submitted to the COUNTY within 180 days after the end of the
5 COUNTY'S fiscal year.

6 SUBRECIPIENT shall maintain a separate account for ARPA Grant funds.

7 5. TERMINATION.

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

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

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

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

19 (iii) In the event the funding from the U.S. Department of Treasury,
20 referred to in the recitals herein, is reduced, terminated or otherwise becomes unavailable.
21 COUNTY shall provide written notice to SUBRECIPIENT within five (5) days from the date
22 U.S. Department of Treasury reduces, suspends, or terminates the ARPA funding. This
23 Agreement shall be either terminated or amended to reflect said reduction in ARGA Grant
24 funds.

25 c. This Agreement may be terminated and/or funding suspended, in whole or
26 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
27 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
28 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of
this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs

1 related thereto, or connected with, any area of conflict from which the COUNTY has
2 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
3 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
4 be considered by the COUNTY in evaluating future ARPA and non-ARPA funding applications
5 submitted by SUBRECIPIENT.

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

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

13 6. RESERVED.

14 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
15 determine the final disposition and distribution of all funds received by COUNTY under the
16 Acts. COUNTY, through its Department of Housing and Workforce Solutions, shall make
17 payments of ARPA funds to SUBRECIPIENT as designated in the Implementation Schedule
18 and Budget Attachment, attached hereto as **Exhibit "B"** for the Project as more fully described
19 in the Scope of Work, attached hereto as **Exhibit "A"**.

20 All disbursements of ARPA Grant funds will be made as follows:

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

26 b. In no event shall COUNTY be held liable for expenses incurred by
27 SUBRECIPIENT in excess of the ARPA Grant allocation as set forth in **Section 1, PURPOSE,**
28 above.

c. Reserved.

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

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

16 9. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with the
17 implementation schedule ("Implementation Schedule and Budget Attachment") as set forth in
18 Exhibit "B", as such schedule may be amended by both Parties in writing.

19 10. RESERVED.

20 11. RESERVED.

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

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

 a. Workers' Compensation:

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

7 b. Commercial General Liability:

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

15 c. Vehicle Liability:

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

22 d. General Insurance Provisions - All lines:

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

28 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-
insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
retentions shall have the prior written consent of the County Risk Manager before the

1 commencement of operations under this Agreement. Upon notification of self-insured retention
2 unacceptable to the COUNTY, and at the election of the County's Risk Manager,
3 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
4 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of
5 losses and related investigations, claims administration, and defense costs and expenses.

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

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

(v). If, during the term of this Agreement or any extension thereof, there is a

1 material change in the Scope of Services; or, there is a material change in the equipment to be
2 used in the performance of the Scope of Services or, the term of this Agreement, including any
3 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
4 insurance required under this Agreement and the monetary limits of liability for the insurance
5 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
6 amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

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

27 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,
28 SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and
shall have the right to adjust, settle, or compromise any such action or claim without the prior

1 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise
2 in no manner whatsoever limits or circumscribes SUBRECIPIENT'S indemnification to
3 Indemnitees as set forth herein.

4 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
5 provided to COUNTY the appropriate form of dismissal relieving COUNTY as Indemnitees
6 from any liability for the action or claim involved.

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

11 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
12 provisions of the Act and ARPA Rule and any applicable amendments thereto and the federal
13 regulations and guidelines now or hereafter enacted pursuant to the Act. SUBRECIPIENT shall
14 abide by the provisions of the COUNTY'S ARPA program policies.

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

19 17. RESERVED.

20 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,
21 AND EQUAL OPPORTUNITY.

22 By executing this Agreement, SUBRECIPIENT hereby certifies that it will adhere to and comply
23 with all federal, state and local laws, regulations and ordinances. In particular, SUBRECIPIENT
24 shall comply with the Act and ARPA Rules and the following as they may be applicable to
25 SUBRECIPIENT in connection with the ARPA Grant funds:

26 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
27 "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,
28 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT
will not discriminate against any employee or applicant for employment because of race, color,

1 religion, sex, or national origin. SUBRECIPIENT shall ensure that all qualified applicants will
2 receive consideration for employment without regard to race, color, religion, sex or national origin.
3 The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the
4 employees are treated during employment, without regard to their race color, religion, sex, or
5 national origin. Such actions shall include, but are not limited to, the following: employment, up-
6 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms
7 of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT
8 agrees to post in a conspicuous place, available to employees and applicants for employment,
9 notices to be provided by the County setting forth the provisions of this non-discrimination clause;
10

11 b. Executive Order 11063, as amended by Executive Order 12259, and
12 implementing regulations at 24 CFR Part 107;

13 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
14 and implementing regulations;

15 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
16 implementing regulations;

17 e. The regulations, policies, guidelines and requirements of the Uniform
18 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
19 CFR Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned
20 program;

21 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
22 regulations issued at 24 CFR Part 1;

23 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;

24 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
25 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
26 27.404-3, Federal Acquisition Regulations (FAR).

27 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
28

1 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et
2 seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
3 provision that requires the recipient to agree to comply with all applicable standards, orders or
4 regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 7401 et seq.) and the *Federal Water*
5 *Pollution Control Act* as amended (33 U.S.C. Section 1251 et seq.). Violations shall be reported
6 to the Federal awarding agency and the Regional Office of the Environmental Protection Agency
7 (EPA).

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

16
17 “The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal
18 appropriated funds have been paid or will be paid, by or on behalf of it, to any person for
19 influencing or attempting to influence an officer or employee of any agency, a Member of
20 Congress, an officer or employee of Congress, or an employee of a Member of Congress in
21 connection with the awarding of any Federal contract, the making of any Federal grant, the making
22 of any Federal loan, the entering into of any cooperative agreement, and the extension,
23 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
24 cooperative agreement;

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

1 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
2 contract award shall be made to parties listed on the government wide exclusions in the System
3 for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement
4 Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions
5 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as
6 parties declared ineligible under statutory or regulatory authority other than E.O. 12549.
7 Contractors with awards that exceed the small purchase threshold shall provide the required
8 certification regarding its exclusion status and that of its principal employees.

9 l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
10 L. 100-690) requires SUBRECIPIENTS (including individuals) of federal agencies, as a prior
11 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each
12 potential recipient must certify that it will comply with drug-free workplace requirements.

13 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor,
14 and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or
15 County officials or authorized representatives access to the work area, as well as all books,
16 documents, materials, papers, and records of the SUBRECIPIENT or Contractor, and any sub-
17 consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of
18 making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT or Contractor,
19 and any sub-consultants or sub-contractors, further agree to maintain and keep such books,
20 documents, materials, papers, and records, on a current basis, recording all transactions pertaining
21 to this Agreement in a form in accordance with generally acceptable accounting principles. All
22 such books and records shall be retained for such periods of time as required by law, provided,
23 however, notwithstanding any shorter periods of retention, all books, records, and supporting detail
24 shall be retained for a period of at least five (5) years after the expiration of the term of this
25 Agreement, or final payment is made, whichever is later.

26 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
27
28

1 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
2 Agreement or to any benefit to arise from the same.

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

7 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
8 that is a state agency or agency of a political subdivision of a state and its contractors must comply
9 with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource
10 Conservation and Recovery Act. The requirements of Section 6002 include procuring only items
11 designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that
12 contain the highest percentage of recovered materials practicable, consistent with maintaining a
13 satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the
14 value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste
15 management services in a manner that maximizes energy and resource recovery; and establishing
16 an affirmative procurement program for procurement of recovered materials identified in the EPA
17 guidelines. The requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
18 hereby included in this Agreement as appropriate and to the extent consistent with law.

19 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
20 *3708)*: SUBRECIPIENT shall comply with all applicable provisions of the CWHSA.
21

22 r. *Displacement, relocation, and acquisition*. The relocation requirements of
23 Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and
24 Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part
25 42. SUBRECIPIENT must ensure that it has taken all reasonable steps to minimize the
26 displacement of persons as a result of this Project.

27 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
28

1 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning
2 Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint provisions of 24 CFR 982.401 (j),
3 except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under
4 §92.251.

5 t. *Labor.* SUBRECIPIENT shall comply with any applicable labor regulations
6 and all other State and Federal laws in connection with the construction of the improvements
7 which comprise the Project, including if applicable, requirements relating to Davis Bacon.
8 SUBRECIPIENT agrees and acknowledges that it is the responsibility of SUBRECIPIENT to
9 obtain a legal determination, at SUBRECIPIENT'S sole cost and expenses as to whether Davis
10 Bacon wages must be paid for during the construction of the Project. SUBRECIPIENT agrees to
11 indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out
12 of a related to SUBRECIPIENT'S failure to comply with any and applicable prevailing wage
13 requirements.
14

15 u. *Model Energy Code* published by the Council of American Building Officials.

16 v. *Consultant Activities.* No person providing consultant services in an employer-
17 employee type relationship shall receive more than a reasonable rate of compensation for personal
18 services paid with ARPA funds.

19 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
20 as may be amended from time to time. Federal awards expended as a recipient or a subrecipient,
21 as defined therein, would be subject to single audit. The payments received for goods or services
22 provided as a vendor would not be considered Federal awards.

23 x. SUBRECIPIENT shall include written agreements that include all provisions
24 of **Section 18** if SUBRECIPIENT provides ARPA funds to for-profit owners or developers, non-
25 profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-
26 based rental assistance, or contractors.

27 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
28

1 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility
2 Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996
3 (“PRWORA”). Final Attorney General’s Order issued pursuant to PRWORA is specified under
4 Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community
5 Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

6 z. SUBRECIPIENT shall comply with all applicable local, state and federal laws
7 in addition to the above-mentioned laws.

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

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

18 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

19 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
20 and elected and appointed officials shall become familiar with and shall comply with the ARPA
21 Conflict of Interest regulations under the ARPA Rules, and the Uniform Administrative
22 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

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

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

d. Reserved

1 e. Reserved

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

9 g. Reserved.

10 22. RESERVED.

11 23. LOBBYING. SUBRECIPIENT certifies to the best of its knowledge and belief,
12 that:

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

20 b. If any funds other than federally-appropriated funds have been paid or will
21 be paid to any person for influencing or attempting to influence an officer or employee of any
22 agency, a member of Congress, an officer or employee of Congress, or an employee of a
23 member of Congress in connection with this federal contract, grant, loan, or cooperative
24 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
25 to Report Lobbying," in accordance with its instructions.

26 c. SUBRECIPIENT shall require that the language of this certification be
27 included in the award documents for all subawards at all tiers (including subcontracts,
28 subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-

1 recipients shall certify and disclose accordingly. This certification is a material representation
2 of fact upon which reliance was placed when this transaction was made or entered into.

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

8 25. RESERVED.

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

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

22
23 COUNTY
3403 10th St, Suite 300, Riverside, CA 92501
24 Attention: Housing and Workforce Solutions

25 HACR
26 5555 Arlington Avenue, Riverside, CA 92507
Attention: Deputy Director

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

1 29. RESERVED.

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

12 31. RESERVED.

13 32. RESERVED.

14 33. RESERVED.

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

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

23 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
24 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
25 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
26 exact, full and complete compliance with any terms of this Agreement shall not be construed as
27 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
28 the Agreement.

 37. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits

1 hereto constitutes the entire Agreement of the Parties with respect to its subject matter and
2 supersedes all prior and contemporaneous representations, proposals, discussions, and
3 communications, whether oral or in writing. No oral understanding or agreement not
4 incorporated herein shall be binding on any of the Parties hereto. Each of the attachments and
5 exhibits attached hereto is incorporated herein by this reference.

6 38. ADMINISTRATION/CONTRACT LIAISON; MINISTERIAL ACTS. The
7 Director of HWS, or designee(s), and the Executive Director of SUBRECIPIENT, or
8 designee(s), are authorized to administer this Agreement and take such ministerial actions as
9 may be necessary or appropriate to implement the terms, provisions, and conditions of this
10 Agreement as it may be amended from time to time by COUNTY.

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

18 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
19 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that
20 they have the authority to execute this Agreement and warrant and represent that they have the
21 authority to bind the respective Parties to this Agreement and to the performance of its
22 obligations hereunder.

23 41. EFFECTIVE DATE. The Effective Date of this Agreement is the date the Parties
24 sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date
25 the Agreement is signed by a Party shall be the Effective Date.

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

43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
for the ARPA Grant-funded Project covered under the terms of this Agreement prior to

1 receiving written authorization to proceed from COUNTY.

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

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

9 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the
10 source of funding pursuant to this Agreement is SLFRF funds (CFDA 14.231), and the Grant
11 Award Number is: B-18-UC-06-0506.

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

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

18 49. RESERVED.

19
20
21 Remainder of Page Intentionally Blank

22 [Signatures on Following Page]
23
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27
28

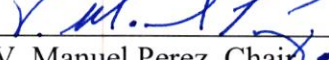
1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
2 the day and year set forth below. If the Parties execute this Agreement on more than one date, then
3 the last date this Agreement is executed by a Party shall be the Effective Date.

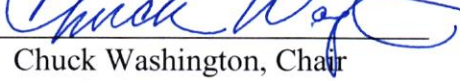
4
5 **SUBRECIPIENT:**

COUNTY:

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

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

9 By: 
10 V. Manuel Perez, Chair
11 Board of Commissioners

By: 
12 Chuck Washington, Chair
13 Board of Supervisors

14 Dated: 10/29/2024

Dated: 10/29/2024

15 **ATTEST:**
16 **KIMBERLY A. RECTOR, Clerk**


ATTEST:
KIMBERLY A. RECTOR, Clerk

17 By: 
18 **DEPUTY**

By: 
DEPUTY

19 APPROVED AS TO FORM:
20 MINH C. TRAN
21 GENERAL COUNSEL

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

22 By: 
23 Kristine Bell-Valdez,
24 Supervising Deputy General Counsel

25 By: 
26 Amrit P. Dhillon,
27 Deputy County Counsel

Exhibit "A"
Scope of Work

- 1
2
3 1. The work under this Contract shall be performed at the Desert Rose Apartments located in
4 the unincorporated community of Ripley, County of Riverside, State of California
5 ("Property") and shall include furnishing all labor, material, equipment, tools, supplies,
6 services and incidentals, and performing all work necessary for the Design and Construction
7 of the Community Center Renovations Project at Desert Rose Apartments.
- 8 2. Desert Rose Community Center Design-Build Overview: This Design-Build Project will
9 include, but are not limited to, any portion of the following:
 - 10 a. Initial planning and site review: Review existing documentation before commencing
11 design, verify existing conditions related to the existing facilities and at the proposed
12 site; verify the accuracy of the record documentation obtained and utilize this
13 information in the preparation of the design documents.
 - 14 b. Prepare a detailed work plan indicating required and recommended milestones,
15 deliverables and submittals, review timeframes, and critical actions or decisions
16 required of HACR. Make modifications and updates to the work plans as requested
17 by HACR staff.
 - 18 c. Coordinate design and construction activities with HACR Development staff.
 - 19 d. The design of the Project shall meet all relevant requirements of the applicable
20 jurisdictions, codes, and regulations, such as those of the Division of the State
21 Architect ("DSA"), State Fire Marshall, local Fire Departments, State of California
22 Building Codes, Americans with Disabilities Act ("ADA"), Title 24, and any other
23 applicable laws.
 - 24 e. Provide design and construction phase services potentially including, but not limited
25 to the following: programming, schematic design, design development, construction
26 documents, DSA plan check, local agency plan check, (as required), construction
27 administration and close-out. Documents may require phasing depending on the
28 project need.
 - f. Once approved, contractor shall complete the construction/renovation of the Project
according to the accepted design/blueprints within the agreed upon timeframe.
 - g. Provide construction administration services to include shop drawing submittals,
observe construction, attend project meetings, participate in the change order and
commissioning process, generate a punch list and follow-up, review and approve
close-out with State agencies.
 - h. Submit design documents to HACR, Division of the State Architect (DSA) and other
agencies and/or utility providers as required for plan checks, approvals, and DSA
close-out certification, if needed.

1
2 **Exhibit “B”**
3 **Implementation Schedule and Budget Attachment**

4 **Borrower:** Housing Authority of the County of Riverside
5 **Address:** 5555 Arlington Avenue, Riverside, California
6 **Project Title:** Community Center Renovation Project at Desert Rose Apartments
7 **Location:** 12400 School Road, Ripley, California 92225

8 **Project Description:**

9 The Housing Authority of the County of Riverside has applied to the County of Riverside
10 (“County”) for ARPA funding in the amount of \$1,765,999.00 to pay for the construction costs
11 repurpose the community center into an early care and education childcare center.

12 **IMPLEMENTATION SCHEDULE**

Milestone	Completion Date
(1) County Approval	October 2024
(2) Financing Commitment	October 2024
(3) Design-Build of Community/Childcare Center	June 2025
(4) Completion Deadline	September 2026

16 **BUDGET**

Funding Sources	Amount
Riverside County ARPA Loan	\$1,765,999
Total	\$1,765,999

DESIGN-BUILD CONTRACT

BY AND BETWEEN

THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

AND

FINAL TOUCH CONSTRUCTION & DESIGN

FOR THE

COMMUNITY CENTER RENOVATION PROJECT AT DESERT ROSE APARTMENTS

This Design-Build Contract ("Contract") is made by and between the **Housing Authority of the County of Riverside**, a public entity, corporate and politic, hereinafter referred to as "AUTHORITY", or "HACR", and **Final Touch Construction & Design**, a California corporation, hereinafter referred to as "CONTRACTOR". AUTHORITY and CONTRACTOR are collectively referred to herein as the "Parties".

RECITALS

- A. This Contract pertains to that certain real property owned by AUTHORITY located at 24501 School Road, Ripley, CA 92225, in the County of Riverside, hereinafter referred to as the "Property";
- B. 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 entitled **COMMUNITY CENTER RENOVATION PROJECT AT DESERT ROSE APARTMENTS**;
- C. CONTRACTOR was the only responsive and responsible bidder for AUTHORITY'S Request for Proposals ("RFP") no. 2024-003 for the COMMUNITY CENTER RENOVATION PROJECT AT DESERT ROSE APARTMENTS on April 18th, 2024. CONTRACTOR was subsequently awarded this PROJECT; and

1 D. AUTHORITY desires that CONTRACTOR complete the PROJECT on the terms and
2 conditions hereinafter set forth, and CONTRACTOR agrees to perform the work to
3 complete said PROJECT on the terms and conditions set forth below.

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

6
7 **ARTICLE 1**

8 **THE DESIGN-BUILD CONTRACT**

9 1.1 The Contract Documents means and includes, without limitation, all of the following which are
10 incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The
11 Contract Documents consist of the following component parts:

- 12 1.1.1 Exhibit A: Design Build General Conditions
- 13 1.1.2 Exhibit B: Performance, Payment and Labor and Material Bonds
- 14 1.1.3 Exhibit C: CONTRACTOR's Proposal Packet
- 15 1.1.4 Exhibit D: Scope of Work
- 16 1.1.4 Exhibit E: Architectural Program "Early Care and Education (ECE) Center Typologies"
17 Planning Guide
- 18 1.1.5 Exhibit F: Form HUD-92010 Equal Employment Opportunity Certification
- 19 1.1.6 Exhibit G: Form HUD-5370 General Conditions for Construction Contracts – Public
20 Housing Programs,
- 21 1.1.7 Exhibit H: Federal Prevailing Wage Decision Number CA20230017 MOD 13 7/13/2023
- 22 1.1.8 Exhibit I: American Rescue Plan Act Federal Provisions
- 23 1.1.9 RFP Documents, Contractor Proposal, Best and Final Offer: The Request or Proposals (RFP)
24 documents, Contractor's Proposal (if no Best and Final Offers have been submitted), the
25 Design Builder's last submitted Best and Final Offer, provided that, with the exception of
26 Approved Deviations, the Contract Documents shall not include any portion of the Proposal
27 or Best and Final Offer that deviates from the Project criteria.
28

1 1.1.10 Final Construction Documents: The Final Construction Drawings to be hereafter prepared
2 by the Contractor and its sub-consultants that are approved by the Authority in accordance
3 with the terms of the Contract Documents provided that, with the exception of Approved
4 Deviations, the Contract Documents shall not include any portion of the Proposal or Best
5 and Final Offer that deviates from the Project criteria.

6 1.1.11 Addenda: Not Used

7 1.1.12 Labor Compliance Program: It is in the best interest of the Project for the Contractor to avoid
8 labor disputes, strikes, lockouts, work slow-downs, and work stoppages that would result in
9 a delay in the construction process. The Authority will establish and enforce a Labor
10 Compliance Program as required by Public Contract Code Section 20133(b)(3) The
11 Contractor shall provide the Authority with all documentation required by the Authority to
12 establish and enforce the labor compliance program.

13 1.2 Order of Priority: In the event of a conflict within the Contract Documents, the priority shall be:

14 1.2.1 Design Build Agreement

15 1.2.2 Scope of Work

16 1.2.3 HUD-5370 General Conditions for Construction Contracts- Public Housing Programs

17 1.2.4 Design Build General Conditions

18 1.2.5 Federal Provisions for American Rescue Plan Act

19 **ARTICLE 2**

20 **STATEMENT OF PROJECT WORK**

21 2.1 Scope of Work

22 2.1.1 Contractor shall provide, furnish, and perform all necessary planning, architectural,
23 engineering, and all other design services of any type, procurement, permitting and support
24 services, construction, landscaping, clean-up, and all other construction services of any type,
25 provide and furnish all necessary supplies, materials and equipment (except those to be
26 provided by Authority , if any) and all necessary supervision, labor, and services required
27 for the complete engineering, design, procurement, quality assurance, construction and all
28

1 necessary installation, start-up and testing required for a complete, operational, and fully
2 functional Project, as further described in Contractor's Best and Final Proposal (hereinafter,
3 the all-inclusive obligations of the Contractor set forth in this sentence shall be referred to
4 as the "Work"). Except with regard to any material to be provided and/or installed by
5 Authority, Contractor shall fully commission and turn over a complete operational, and fully
6 functional Project to Authority. Without limiting the generality of this Section, Contractor
7 shall provide the following work and services:

8 2.1.2 Contractor shall prepare complete designs, engineering, working drawings, shop drawings and
9 generate drawings and/or engineering analysis setting forth in detail the specifications and
10 requirements for the purchasing and procurement of the services, materials and equipment
11 and for the construction of the complete, operational, and fully functional Project, and shall
12 furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other
13 personnel necessary for preparation of those drawings and specifications required for the
14 Work, including the pertinent information for natural gas, water supply, and any other
15 utilities, as required. Design Phase shall be completed within sixty (60) days and provided
16 to the Authority.

17 2.1.3 Contractor shall provide, install and complete as specified and pay for all labor, materials and
18 equipment, tools, supplies, construction equipment and machinery, construction, start-up
19 and testing, utilities, transportation, and other facilities and services (including any
20 temporary materials, equipment, supplies and facilities) necessary for the proper execution
21 and completion of the complete, operational, and fully functional Project, including the
22 permanent interconnection for electricity, natural gas, water supply, and any other utilities
23 and demonstration of fully satisfactory operation of all systems and equipment.

24 2.1.4 Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors,
25 forepersons, skilled and unskilled labor, and all other personnel necessary to design and
26 construct the complete, operational, and fully functional Project. Contractor shall provide,
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1 manage and organize such personnel as necessary to complete the Work in accordance with
2 all requirements of the Contract Documents.

3 2.1.5 Contractor shall obtain, at Contractor's expense, all governmental and private approvals,
4 licenses, and permits required to complete the Work; provided, however, Authority will be
5 responsible for paying the cost of all County imposed fees. Contractor shall design and
6 construct complete, operational, and fully functional Project in full compliance with all
7 applicable laws, codes and standards (both public and private), including but not limited to,
8 the standards included, and warranties expressed in the Contract Documents and
9 manufacturer's recommendations pertaining to individual items of equipment or systems.

10 2.1.6 CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.
11

12 2.1.7 All such Work shall be done in strict accordance with the Contract, specifications, and
13 addenda thereto and the plans and drawings referenced within the “Early Care and
14 Education (ECE) Center Typologies” Planning Guide, included herein and all as prepared
15 by AUTHORITY.

16 2.2 Site Conditions

17 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by
18 CONTRACTOR, but AUTHORITY does not guarantee such data as being all-inclusive or complete in
19 every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all
20 investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR’S
21 submission of its bid and execution of the Contract constitutes its representation, acknowledgement and
22 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful
23 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided
24 by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements; the visible
25 conditions at the site and its surroundings, visible conditions of existing improvements and their existing
26 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently
27 under construction; and all information concerning visible and concealed conditions above and below the
28

1 surface of the ground at the site and in existing improvements, including without limitation, surveys, reports,
2 data, as-built drawings of existing improvements and utility sources, that was either provided by
3 AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public
4 records.

5 2.3 Standard of Performance: In addition to and without limiting Contractor's other obligations
6 under the Contract Documents, Contractor shall at all times in its performance of its obligations under the
7 Contract Documents conform to the following general standards for construction of the type called for by
8 this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;
9 Contractor shall:

10 2.3.1 Comply with the requirements of the Contract Documents;

11 2.3.2 Comply with Applicable Laws;

12 2.3.3 Conform to the standard of care applicable to those who provide design-build project services
13 and construction of the type called for by this Design-Build Contract for projects of a scope and
14 complexity that is comparable to the Project;

15 2.3.4 Furnish efficient business administration of the Work, utilizing sufficient senior level
16 management and other qualified personnel to manage the Work; and

17 2.3.5 Apply its professional skill and attention to completing the Work in an expeditious and
18 economical manner, consistent with the expressed best interests of the Authority and within the
19 limitations of the Contract Sum and Contract Time.

21 ARTICLE 3

22 TIME OF COMMENCEMENT AND COMPLETION

23 3.1 Time for Completion

24 The Work, as defined in Exhibit D Scope of Work , to be performed under this Contract shall commence
25 within ten (10) days after a Notice to Proceed is received by CONTRACTOR, or on the date specified in
26 the Notice, whichever is later, and the Design Phase be completed within **sixty (60) days** following the said
27 date. Time is of the essence under this Contract as to each provision in which time of performance is a
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1 factor. Contractor agrees to achieve Substantial Completion of the entire Work within 180 calendar days
2 after the Date of Commencement and achieve Final Completion of the Work with the time fixed by the
3 Authority in the Certificate of Substantial Completion. Contract time may be extended only with the written
4 authorization of the Authority.

5 3.2 Liquidated Damages

6 3.2.1 If CONTRACTOR fails to complete the PROJECT within the time specified in the Contract,
7 or any extension, as specified in HUD Form 5370, attached hereto as Exhibit "G", the CONTRACTOR
8 shall pay to AUTHORITY as liquidated damages, the sum of **three hundred (\$300) dollars** for each day
9 of delay. If different completion dates are specified in the contract for separate parts or stages of the Work,
10 the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent
11 that CONTRACTOR'S delay or nonperformance is excused under another clause in this Contract,
12 liquidated damages shall not be due AUTHORITY. CONTRACTOR remains liable for damages caused
13 other than by delay.

14 3.2.2 If AUTHORITY terminates this Agreement due to breach by CONTRACTOR the resulting
15 damage will consist of liquidated damages until such reasonable time as may be required for final
16 completion of the PROJECT together with any increased costs occasioned AUTHORITY in completing the
17 PROJECT.

18 3.2.3 If AUTHORITY does not terminate CONTRACTOR'S right to proceed, the resulting
19 damage will consist of liquidated damages until the PROJECT is completed or accepted.

20 3.2.4 Contractor and Authority agree to liquidate damages with respect to Contractor's failure to
21 achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated
22 damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85.
23 Contractor acknowledges and agrees that the liquidated damages are intended to compensate Authority
24 solely for Contractor's failure to meet the deadline for Substantial Completion and shall not excuse
25 Contractor from liability from any other breach, including any failure of the Work to conform to the
26 requirements of the Contract Documents.

1 3.2.5 In the event that Contractor fails to achieve Substantial Completion of the Work within the
2 Contract Time, Contractor agrees to pay Authority \$10,000 per day for each calendar day that Substantial
3 Completion is delayed.

4 3.2.6 Contractor acknowledges and agrees that the foregoing liquidated damages have been set
5 based on an evaluation by Authority of damages that it will incur in the event of the late completion of the
6 Work. Contractor and Authority agree that because of the nature of the Project it would be impractical or
7 extremely difficult to fix the amount of actual damages incurred by the Authority due to a delay in
8 completion of the Work. Accordingly, the Authority and Contractor have agreed to such liquidated damages
9 to fix Contractor's costs and to avoid later disputes. It is understood and agreed by Contractor that any
10 liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not
11 manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

12 3.2.7 It is further mutually agreed that Authority shall have the right to deduct liquidated damages
13 against progress payments or retainage and that the Authority will issue a unilateral Construction Change
14 Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is
15 insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to Authority.

16
17 **ARTICLE 4**

18 **CONTRACT SUM**

19 4.1 Total Compensation. Authority shall pay the Contractor in current funds for the Contractor
20 's complete performance of the Work, including, but not limited to design and construction in accordance
21 with the Contract Documents the Contract Sum of one million, four hundred and forty-two thousand six
22 hundred and seventy dollars (\$1,442,670). This Contract Sum is a target value and placeholder that will be
23 validated and revised by the parties in Amendment 1 on or around November 1, 2024.

24 4.1.2 Design Fee. The Contract Sum includes a Design Fee of thirty-nine thousand one-hundred and
25 seventy Dollars (\$39,170.00). The sole purpose of the Design Fee is to determine: (1) the compensation
26 Authority is obligated to pay to Contractor under Article 9 and Article 15 of the General Conditions in the
27 event the Design-Build Contract is terminated, by either the Authority or Contractor, for cause or
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1 convenience, prior to commencement of any physical construction at the Site; and (2) the amount that the
2 Contractor is entitled pursuant to Paragraph 9.3 and 15.3 of the General Conditions to include in its
3 Applications for Payment seeking progress payments for the design and non-design portions of the Work.

4 4.1.3 All Inclusive Price. The Contract Sum is the total amount payable by Authority to Contractor
5 for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of
6 or related to the performance of the Work, including, without limitation, the effects of natural elements
7 upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including,
8 without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and
9 fluctuations in market conditions and price escalations (whether occurring locally, nationally or
10 internationally) from any cause, including, without limitation, causes beyond the control or foreseeability
11 of the Contractor.

12 4.1.4 Authority Design Completion Allowance. The Authority will not provide a completion
13 allowance stipend for participation in this project.

14 4.2 ALTERNATES None.

15 4.3 COMPENSABLE DELAY DAILY RATE. The following Sum of Nine Thousand Eight
16 Hundred Dollars (\$9,800) shall be paid by the Authority to the Contractor for each day wherein the terms
17 of Compensable delay are determined to have affected the project's critical path schedule.

18 4.4 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
19 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by
20 federal, state or governmental authority, taxing the materials, services required, or labor furnished, and of
21 any other tax levied by reason of the Work to be performed hereunder.

22 4.5 The Contract Sum is not subject to escalation; CONTRACTOR having satisfied themselves that the
23 Contract Sum includes all labor and material increases anticipated throughout the duration of this Contract.

24
25 **ARTICLE 5**
26 **PROGRESS PAYMENTS**
27

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

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

11 **ARTICLE 6**

12 **ARTICLE V CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

13 **5.1 GENERAL SCOPE OF WORK**

14 5.1.1 Contractor shall furnish all design and other Services, provide all materials and undertake all
15 efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract
16 Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and
17 all other applicable safety, environmental and other requirements taking into account the constraints
18 affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services
19 and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before
20 the deadlines provided in the Contract Documents shall be Contractor's sole responsibility. The costs of all
21 such materials, services and efforts are included in the Contract Sum.

23 5.1.2 The scope of Services to be provided by Contractor is set forth in the Contract Documents as
24 more particularly described in Exhibit B and the Criteria Documents.

26 5.1.3 The Contractor and all Subcontractors, shall obtain a Building Permit the County of Riverside
27 Facilities Management, (951) 955-0911, prior to commencement of Work.
28

1 5.2 BEFORE STARTING WORK

2 Contractor shall submit the following to Authority for review and acceptance within fourteen (14) calendar
3 days after the Date of Commencement fixed in Authority 's Notice to Proceed, and as a condition to
4 payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii)
5 Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance
6 with the requirements of the General Conditions and other Contract Documents.
7

8 5.3 INITIAL CONFERENCE

9
10 Within twenty (20) calendar days after the Date of Commencement fixed in Authority 's Notice to Proceed,
11 a conference attended by Authority and Contractor and others as appropriate will be held to establish a
12 working understanding among the Parties as to the Work and to discuss the design concepts, updating
13 schedules, progress meetings, procedures for handling submittals, processing Application for Payment,
14 maintaining required records, coordination with Contractor Team Members, and other Project
15 administration matters.
16

17 5.4 EVALUATION OF PRELIMINARY SUBMITTALS

18
19 At least ten (10) calendar days before submission of the first Application for Payment, a conference attended
20 by Contractor, Authority and others as appropriate, will be held to review for acceptability the submittals
21 required by the Contract Documents. No progress payment shall be made to Contractor until the required
22 submittals are acceptable to Authority. The detailed Project Schedule will be acceptable to Authority as
23 providing an orderly progression of the Work to completion within any specified Milestones and the
24 Contract Time, but such acceptance will neither impose on Authority responsibility for the sequencing,
25 scheduling or progress of the Work nor interfere with nor relieve Contractor from Contractor's full
26 responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract
27
28

1 Documents and approved by Authority. Authority 's acceptance shall not be deemed to confirm that the
2 schedule is a reasonable plan for performing the Work. Contractor's schedule of submittal will be acceptable
3 to Authority as providing a workable arrangement for reviewing and processing the required submittals.
4

5 5.5 DESIGN PROFESSIONAL LICENSING REQUIREMENTS

6 Authority does not intend to contract for, pay for, or receive any design services which are in violation of
7 any professional licensing laws, and by execution of this Contract, Contractor acknowledges that Authority
8 has no such intent. It is the intent of the Parties that Contractor is fully responsible for furnishing the design
9 of the Project, although the fully licensed design firms designated as members of the Design Team, will
10 perform the design services required by the Contract Documents. Nothing in this Article shall create a
11 contractual relationship between such Persons and the Authority.
12

13 5.6 STANDARD OF CARE

14
15 All design Services performed by Contractor, the Design Team Members, Subcontractors, and their
16 employees identified by the Contractor or other persons approved by the Authority shall be performed in
17 an expeditious and professional manner using architects, engineers and other professionals properly
18 licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations
19 of such persons shall be undertaken and performed in the interest of the Contractor. All design Services
20 performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily
21 possessed by architects and engineers in good standing in the community regularly engaged in the design
22 and construction of an improvement such as this Project and must apply that knowledge with the diligence
23 ordinarily exercised by reputable architects and engineers under similar circumstances ("Standard of Care").
24
25

26 5.7 CONSTRUCTABILITY AND COORDINATION REVIEWS

27
28 Once every two weeks until each permit package completed the Design Development Stage and bi-monthly

1 during the completion of the project construction documents, Contractor shall meet with the Authority , its
2 Separate Contractors, and consultants to coordinate the Construction Documents, including the design of
3 building systems delegated to the Contractor, for the purpose of continuing construction feasibility,
4 identifying conflicts, missing information or gaps in the planned scope of Work and to take appropriate
5 action to ensure the full scope of intended Work is performed efficiently and economically.
6

7 5.8 PHASES OF WORK

8 5.8.1 CONCEPTUAL AND SCHEMATIC DESIGN

9
10 After the Authority 's issuance of a Design Notice to Proceed, the Contractor shall review the
11 Outline Technical Specifications, Architectural Program, Reference Documents and other available data
12 with the Authority to verify the Contractor understands the Authority 's requirements. Contractor shall
13 provide up to three (3) different Concept Designs for the over-all site development and enlarged building
14 and aquatic facilities, including up to three (3) elevations, to the Authority for review. The Authority will
15 review the submitted conceptual designs to make certain the proposed design are consistent with project
16 requirements. The Authority will have a meeting with the Contractor to discuss selection of the schemes.
17 The Contractor will also provide its final plan for submitting design packages for permitting, incorporating
18 the requirements outlined below. Once the conceptual design for the entire project and all of its elements
19 has been selected, the Contractor will begin schematic design. Upon receipt of this conceptual design
20 approval, the Design Builder may commence preparation of design packages for phased jurisdictional
21 permitting.
22
23

24 The Contractor will prepare Schematic Design documents for each phased jurisdictional permit
25 package. Items below may be presented within independent permit packages, however coordination of
26 response to the Authority among permit packages is the responsibility of the Contractor.
27
28

1 Elements to be included within the Schematic Design Phase submittals include, the one Site Plan
2 inclusive of hardscape, landscape and civil engineering elements, one Floor Plan, a minimum of four (4)
3 Exterior Elevations and one longitudinal building cross section, and one latitudinal building cross section
4 for each building for the Authority to review and approve; and appropriate cross sections and plan views of
5 aquatic features. The Contractor shall also provide current/updated preliminary estimates of Construction
6 Cost; value engineering proposals and schedules for the remaining design and construction. The Contractor
7 shall provide written impact evaluations of any variance to the Authority 's project criteria, schedule and
8 budget requirements, provide any recommended alternative approaches to design and construction of the
9 Project, and provide a summary review of governmental community and utility requirements, and a copy
10 of the final Schematic Design Documents in a reproducible format. In the event the preliminary estimate of
11 Construction Cost or any adjustment thereto exceeds the Authority 's specified Construction Budget, the
12 Contractor shall, at its sole cost and expense, revise and adjust the design to conform to the Authority 's
13 specified Construction Budget. The Authority shall review these documents and other materials and provide
14 comments to Contractor. Contractor shall consider the comments offered and provide the Authority with a
15 written response and evaluation of these comments. The Contractor may not proceed into Design
16 Development phase for any phased permit package without receiving written approval from the Authority.
17
18

19 5.8.2 DESIGN DEVELOPMENT DOCUMENTS to 50% COMPLETION

20
21 After Authority 's issuance of the Notice to Proceed to Design-Development for any phased permit
22 package and within the times set forth in the Project Schedule accepted by Authority, Contractor shall:
23

24 Contractor shall develop the approved Schematic Design Documents to more fully explain and
25 delineate the design intent. Design Development Documents presented for the Authority 's approval should
26 include site plans, floor plan(s), exterior elevations, reflected ceiling plan(s), building and wall sections,
27 preliminary structural plans, a description and delineation of proposed heating, ventilating and air-
28

1 conditioning systems, preliminary interior elevations and preliminary lighting, power and data plans, a
2 preliminary landscape plan and civil engineering plans for site and offsite improvements including grading,
3 hydrology, site structures and improvements including roadways retaining walls and utilities. Preliminary
4 material sample boards are required at this phase. Preliminary system specifications will depict all building
5 materials and systems proposed for used by the Contractor. Upon completion of the Exhibit A (Design
6 Development to 50%), a cost estimate will be submitted to the Authority for review and approval.
7 Contractor shall review any changes in the Authority 's Construction Cost budget; value engineering
8 proposals and schedules for the remaining design and construction. In the event the preliminary estimate of
9 Construction Cost or any adjustment thereto exceeds the Authority 's specified Construction Cost Budget,
10 the Contractor shall, at its sole cost and expense, revise and adjust the design to conform to the Authority 's
11 specified Construction budget. The Authority shall review the completed Exhibit A and provide comments
12 to Contractor. Contractor shall consider the comments offered at this review and provide the Authority with
13 a written response and evaluation of these comments. The Contractor may not proceed into Construction
14 Documents for any phased jurisdictional review package without receiving written approval from the
15 Economic Development. Furnish the above documents, drawings, calculations and specifications to and
16 review them with Authority for approval within the time indicated in the approved Project Schedule at
17 increments of at least 100% completion of the Design Development Documents.

21 5.8.3 CONSTRUCTION DOCUMENTS

22 After receipt of written acceptance by Authority of each phased Design Development package,
23 Contractor shall:

24 During this phase the Contractor shall proceed with Construction Documents (CDs) based on the
25 Step 2 Project Criteria and Authority -approved Design Development Documents. The Authority 's review
26 and approval of Construction Documents is required at the following milestones: 85% CDs and 100% CDs.
27
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1 Plan check review process with the Building and Safety Department shall commence at the 85% completion
2 mark of this phase. Upon completion of the plan check process, the Contractor shall obtain all building and
3 trade permits required for the Work. Upon completion of 85% CD phase, a cost estimate will be submitted
4 to the Authority for their review and approval. The CONTRACTOR will copy the Authority on all
5 jurisdictional comments received Upon incorporation of jurisdictional review comments, the
6 CONTRACTOR shall review the final documents with the Authority and obtain its approval prior to final
7 back check submission for permitting.
8

9 (1) Based on RFP Step 2 Project Criteria and the Authority -approved Design Development
10 Documents, the Contractor shall prepare and provide a preliminary (85% CDs) and final set (100% CDs)
11 of necessary working drawings and specifications, setting forth in detail the requirements for construction
12 of the Project. Design may be prepared as phased submittal packages for jurisdictional review in support of
13 the construction sequence. Construction Documents shall be prepared consistent with the Authority and
14 industry standards (Construction Standards Institute, American Institute of Architects, and California Green
15 Book).
16

17
18 (2) The final Construction Documents shall delineate the Work required to be accomplished in a
19 clear and concise manner, and meet the requirements and standards of all applicable governing agencies
20 including, but not limited to, local, county, state, federal and CAL-OSHA standards. The Contractor will
21 provide Drawings on printed bond media. Pencil drawings on vellum or Mylar sheets are permissible only
22 upon written approval of the Authority.
23

24 (3) Specifications shall be prepared in the format of the Construction Standards Institute.
25 Preliminary copies of the Specifications shall be submitted in hard copy to the Authority upon completion
26 for approval. Upon approval of the final Specifications, the original master set shall be submitted to the
27 Authority in hard copy.
28

1 The Contractor shall prepare Construction Documents for the entire Project in full compliance with
2 all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents
3 shall at a minimum comply with all applicable California State Building Codes to include, but not limited
4 to, Title 8 (Industrial Relations) and Title 24 (Building Standards). The completed Construction Documents
5 are to be delivered to the Authority and shall consist of the following: (1) Drawings – Provide one
6 reproducible original and ten (10) printed copies of all approved Construction Document drawings. Provide
7 one copy of all approved Construction Document drawings on compact disks (CD) using Computer-Aided
8 Design (CAD) software, using the latest version of AutoCAD; and (2) Specifications–Provide an original
9 and ten (10) printed copies of approved specifications, bound and organized. Provide approved
10 specifications on compact disks for all sections for all work applicable to the Project in a format complying
11 with the current edition of the Construction Specifications Institute's "Master Format", as directed by the
12 Authority in accordance with the following:
13

14 a. Electronic computer software in Microsoft Word, latest version for Windows.

15
16 b. For articles, materials and equipment identified by brand names, at least two names shall be
17 used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions
18 that will limit competitive bids. Exceptions shall only be permitted by California Public Contract Code
19 Section 3400.
20

21 c. All disks produced shall be clearly labeled to indicate files contained and date produced.
22

23 5.8.4 CONSTRUCTION

24

25 Contractor shall perform Construction Phase Series in accordance with the requirements of the
26 General Conditions. The Contractor's Architect and Engineers of record are the responsible entity for
27 management, coordination, and resolution of all design-related issues including submittals, and field
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1 observation of the work.

2 Construct the Project so that the Project is substantially complete and suitable for commencement
3 of maintenance period, as evidenced by the Authority 's Certificate of Completion. Complete any and all
4 final closeout procedures to include but not be limited to: operating and maintenance manuals, operational
5 tests, system commissioning, equipment startup, user training, final as-built record drawings, punch list
6 items, final project cleanup, and signage, necessary to open Sites to the public.
7

8 Contractor shall complete any outstanding Work necessary to obtain a final inspection approval for
9 all Site work and trade permits from the appropriate Building and Safety Inspector.
10

11 After the Authority issues a Certificate of Substantial Completion, a ninety (90) day "landscape
12 maintenance period" and one (1) year building warranty period will commence. Contractor shall replace
13 any plants that die or are diseased during the landscape maintenance period and repair any warranty items
14 as described in the Design-Build General Conditions and General Requirements.
15

16 The Contractor shall keep the Authority informed of the progress and quality of the Work in the
17 form of periodic written reports, as determined by the Authority but no less than monthly.
18

19 As a condition to final payment to Contractor, each Design Team Member shall provide written
20 certification that the Work has been constructed in accordance with the Contract Documents and the design
21 provided by such person.
22

23 ARTICLE VI CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

24
25 In order to induce Authority to enter into this Agreement, Contractor makes the following representations
26 and warranties:

27
28 6.1 Contractor has visited the Site and has reasonably examined the nature and extent of the Work, Site,

1 locality, actual conditions, as-built conditions, and all local and federal, state and local laws and regulations
2 that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any
3 aspect of the design and the means, methods, techniques, sequences or procedures of construction to be
4 employed by Contractor and safety precautions and programs incident thereto.

5
6 6.2 Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-
7 built drawings, drawings or reports, available for design and construction purposes, of physical conditions,
8 including those which are identified in Paragraph 1.3 hereinabove, or which may be apparent at the Site and
9 accepts the criteria set forth in these documents and the General Conditions to the extent of the information
10 contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except
11 for the information so identified, Contractor does not and shall not rely on any other information contained
12 in these documents.

13
14 6.3 After contract award, Contractor, will conduct or obtain any additional examinations, investigations,
15 explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which
16 the design will be based, that pertain to the surface and subsurface conditions, as-built conditions,
17 underground facilities and all other physical conditions at or contiguous to the Site as Contractor considers
18 necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in
19 accordance with the other terms and conditions of the Contract Documents.

20
21
22 6.4 Contractor has correlated its knowledge and the results of all such observations, examinations,
23 investigations, explorations, test, reports and studies with the terms and conditions of the Contract
24 Documents.

25
26 6.5 Contractor has given Authority prompt written notice of all conflicts, errors, ambiguities, or
27 discrepancies that it has discovered before contract award in or among the Contract Documents and as-built
28

1 drawings and actual conditions and the written resolution thereof through Addenda issued by Authority is
2 acceptable to Contractor.

3
4 6.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly
5 qualified to conduct business in the State of California.

6
7 6.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other
8 Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create
9 a default under any instrument, agreement, order or decree binding on Contractor.

10
11 6.8 Contractor confirms its intent to include in the project the following pre-qualified subcontractors, who
12 were listed in the Contractor's Statement of Qualifications earlier in this project. Contractor acknowledges
13 its responsibility to provide Authority with a complete and updated list of subcontractors as they become
14 known on the project, and that such listing shall be in accordance with the requirements of California Public
15 Contract Code §§ 20133 et seq. Specifically California Public Contract Code Section 20133(f) requires that
16 all subcontractors not listed by the Contractor in its submission in response to the Request for Proposals be
17 awarded in accordance with the design-build process set forth by the Authority . The Authority process
18 allows the selection of subcontractors based upon the best value to the Project and requires the Contractor
19 do both of the following: (1) Provide public notice of the availability of work to be subcontracted in
20 accordance with the publication requirements applicable to the competitive bidding process of the Authority
21 and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with
22 the procedure established pursuant to Public Contract Code Section 20133(f).
23

24
25
26 **ARTICLE 8**
27 **PROJECT CLOSEOUT**
28

1 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
2 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use and shall
3 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the work,
4 including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.
5 AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County Recorder.

6 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when
7 AUTHORITY has received the following:

- 8 1. A Certificate of Completion executed by AUTHORITY.
- 9 2. All guarantees and warranties issued by the manufacturers or installers of appliances or other
10 component parts of the work. CONTRACTOR guarantees that the equipment, materials, and workmanship,
11 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship
12 for a period of one year following final acceptance of the PROJECT.
- 13 3. The waiver and release of all liens, claims of liens, or stop notice rights of CONTRACTOR
14 and all subcontractors, and CONTRACTORS' Certificate and Release.
- 15 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste materials,
16 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If
17 CONTRACTOR has failed to remove any such items, AUTHORITY may remove such items, and
18 CONTRACTOR shall pay AUTHORITY for all costs incurred in connection with such removal.

19 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period
20 for filing of stop notices, AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
21 final acceptance of the PROJECT, and make the final five percent (5%) retention payment, less any amounts
22 which AUTHORITY is entitled to receive from CONTRACTOR under the terms of this Construction
23 Contract, including liquidated damages.

24
25 **ARTICLE 9**
26 **APPLICABLE LAWS AND REGULATIONS**
27

1 9.1 2 CFR 200.326, Procurement/Contract Provisions: Pursuant to 2 CFR 200.326 the Parties shall
2 comply with the provisions described in Appendix II to Part 200, Contract Provisions for non-Federal
3 entity contracts under Federal awards, including, but not limited to the following:

4 9.1.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000 by
5 AUTHORITY, CONTRACTOR hereby agrees to comply with Executive Order 11246, "Equal
6 Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by
7 Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"
8 and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,
9 Equal Employment Opportunity, Department of Labor.

10 9.1.2 Copeland "Anti-Kickback Act". For all construction or repair contracts awarded by
11 AUTHORITY, CONTRACTOR shall comply with the with the Copeland "Anti-Kickback" Act (40
12 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and
13 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from
14 the United States") ("Copeland Anti Kickback Act"). The Copeland Anti-Kick Back Act provides that
15 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in
16 the construction, completion, or repair of public work, to give up any part of the compensation to which
17 he or she is otherwise entitled.

18 9.1.3 Reserved

19 9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,
20 all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics
21 or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by
22 Department of Labor regulations (29 CFR Part 5) ("Contract Work Hours and Safety Standards Act").
23 Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute
24 the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in
25 excess of the standard work week is permissible provided that the worker is compensated at a rate of not
26 less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work
27 week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer
28

1 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,
2 hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or
3 articles ordinarily available on the open market, or contracts for transportation or transmission of
4 intelligence.

5 9.1.5 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33
6 U.S.C. 1251–1387), as amended. For all contracts in excess of \$150,000, the CONTRACTOR shall
7 comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42
8 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
9 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental
10 Protection Agency (EPA).

11 9.1.6 Energy Policy and Conservation Act. CONTRACTOR hereby agrees to comply with all
12 mandatory standards and policies relating to energy efficiency, which are contained in the state energy
13 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89
14 Stat. 781).

15 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR
16 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require
17 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in
18 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such
19 provisions before commencing the performance of the Work.

20 9.1.8 Government Standards. It is the responsibility of CONTRACTOR to ensure that all items
21 and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and
22 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted
23 ordinance, code, law or regulation. CONTRACTOR shall be responsible for all costs incurred for
24 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be
25 granted or financial consideration given to CONTRACTOR for time or monies lost due to violations of
26 any such ordinance, code, law or regulations that may occur.

1 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an
2 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it
3 will not and has not used Federal appropriated funds to pay any person or organization for influencing or
4 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
5 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
6 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-
7 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are
8 forwarded from tier to tier, up to the non-Federal award.

9 9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the
10 definition of “funding agreement” under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract
11 with a small business firm or nonprofit organization regarding the substitution of parties, assignment or
12 performance of experimental, developmental, or research work under that “funding agreement,” Contractor
13 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
14 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
15 Agreements,” and any implementing regulations issued by the awarding agency.

16 9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322,
17 Procurement of recovered materials.

18 19 **ARTICLE 10**

20 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

21 10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes
22 the following assurances, where applicable:

23 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
24 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

25 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
26 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
27 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal
28

1 financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and its
2 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
3 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

4 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair
5 Housing Act, provides for fair housing throughout the United States and prohibits any person from
6 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
7 services, including in any way making unavailable or denying a dwelling to any person because of race,
8 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
9 CONTRACTOR administer all programs and activities, which are related to housing and community
10 development, in such a manner as affirmatively to further fair housing.

11 10.1.4 Age Discrimination Act of 1975.

12 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

13 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
14 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

15 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or
16 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or
17 ineligible contractor.

18 10.1.8 That none of the personnel who are employed in the administration of the work required by
19 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of
20 Title V, Chapter 15, of the United States Code.

21 10.2 The mention herein of any statute or Executive Order is not intended as an indication that such
22 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
23 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
24 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed
25 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause
26 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or
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1 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or
2 correction upon the application of either part.

3 4 **ARTICLE 11**

5 **HUD SECTION 3 REQUIREMENTS**

6 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
7 included as a part of this Contract.

8 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of
9 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The purpose
10 of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance
11 or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and
12 very low-income persons, particularly persons who are recipients of HUD assistance.

13 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
14 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that they
15 are under no contractual or other impediment that would prevent them from complying with Part 135
16 regulations.

17 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers with
18 which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice
19 advising the labor organization or workers' representative of the CONTRACTOR'S commitments under
20 this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both
21 employees and applicants for training and employment positions can see the notice. The notice shall
22 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
23 and location of the person(s) taking applications for each of the positions; and the anticipated date the work
24 shall being.

25 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
26 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
27 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
28

1 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
2 subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in
3 violation of the regulations in 24 CFR Part 135.

4 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
5 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
6 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
7 opportunities to be directed, were not filled to circumvent CONTRACTOR'S obligations under 24 CFR
8 Part 135.

9 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
10 termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

11 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
12 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
13 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent
14 feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)
15 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-
16 owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and
17 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of
18 compliance with section 7(b).

19 20 **ARTICLE 12**

21 **BREACH AND TERMINATION**

22 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any other
23 breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of
24 defective work or improper materials.

25 12.2 AUTHORITY shall have the right to terminate this Contract in the event of a default by
26 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the HUD General
27 Conditions, attached hereto as Exhibit "G" and incorporated herein by this reference.

1 12.3 In addition to any right of termination reserved to AUTHORITY by the HUD General Conditions,
2 AUTHORITY may terminate this Contract if CONTRACTOR is adjudged bankrupt, a receiver is appointed
3 because of CONTRACTOR'S insolvency, or 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 12.4 AUTHORITY shall give CONTRACTOR and his surety five (5) calendar days written notice prior
9 to terminating this Contract pursuant to this section, provided however, that CONTRACTOR shall, upon
10 receipt of such notice, immediately stop the installation of improvements or other permanent construction
11 work encompassing part of the PROJECT. Upon termination, AUTHORITY may take possession of the
12 PROJECT and all materials, equipment, tools and construction equipment and machinery owned by the
13 CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever method it
14 may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment
15 under this Contract.

16 12.5 AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
17 CONTRACTOR by exercising its right of termination under this section.

18 12.6 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 13**

24 **CLAIMS RESOLUTION**

25 13.1 This Article 13 is intended to help resolve disputes between the Parties related to this PROJECT.
26 Such disputes shall be brought to the attention of AUTHORITY 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 CONTRACTOR and AUTHORITY shall be resolved
2 using the following procedure:

3 13.1.1 A "claim" means a separate demand by CONTRACTOR sent by registered mail or
4 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 AUTHORITY; (b) payment
6 by AUTHORITY of money or damages arising from Work done by or on behalf of CONTRACTOR and
7 payment for which is not otherwise expressly provided or to which CONTRACTOR is not otherwise
8 entitled; (c) payment of an amount that is disputed by AUTHORITY. CONTRACTOR shall furnish
9 reasonable documentation to support the claim.

10 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the
11 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the
12 Parties, provide CONTRACTOR with a written statement identifying what portion of the claim is still
13 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required,
14 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment
15 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after
16 AUTHORITY issues its written statement.

17 13.1.3 If AUTHORITY fails to issue a written statement, the claim shall be deemed rejected
18 in its entirety. A claim that is denied by reason of AUTHORITY'S failure to respond to a claim, or its
19 failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with
20 regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

21 13.1.4 If CONTRACTOR disputes AUTHORITY'S written response, or if AUTHORITY
22 fails to respond within the time prescribed, CONTRACTOR may demand in writing, sent by registered mail
23 or certified mail return receipt requested, an informal meet and confer conference to attempt to reach
24 settlement of the portion of the claim in dispute. Upon receipt of the demand, AUTHORITY shall schedule
25 a meet and confer conference within thirty (30) days.

26 13.1.5 Within ten (10) business days following the conclusion of the meet and confer
27 conference, if the claim or any portion thereof remains in dispute, AUTHORITY shall provide
28

1 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the
2 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within
3 sixty (60) days after AUTHORITY issues its written statement.

4 13.1.6 Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall
5 be submitted to nonbinding mediation, with AUTHORITY and CONTRACTOR sharing the mediator costs
6 equally. AUTHORITY and CONTRACTOR shall mutually agree to a mediator within ten (10) business
7 days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon
8 a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party
9 to mediate the disputed portion of the claim. Each Party shall bear the fees and costs charged by its
10 respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful to
11 resolve all issues, the parts of the claim remaining in dispute shall be subject to other applicable legal
12 procedures.

13 13.1.7 As used herein, mediation includes any nonbinding process, including but not limited
14 to neutral evaluation or a dispute review board, in which an independent third party or board assists the
15 Parties in dispute with resolution through negotiation or by issuance of an evaluation.

16 13.1.8 Additional applicable requirements, including but not limited to subcontractor
17 claims, may be stated in California Public Contract Code Section 9204.

18 13.1.9 Any legal action related to the performance of the work, or the terms of the Contract
19 Documents shall be filed only in the Superior Court of the State of California located in Riverside,
20 California.

21 22 **ARTICLE 14**

23 **MISCELLANEOUS PROVISIONS**

24 14.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances, and
25 orders of any governmental entity relating to the work. Should CONTRACTOR become aware that any
26 provisions of this Contract are at variance with any such rule, law, regulation, ordinance, or order; he/she
27 shall promptly give notice in writing to AUTHORITY of such variance.

1 14.2 The Contracting Officer must be notified in writing by CONTRACTOR within ten (10) calendar
2 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.
3 Unless otherwise stipulated in the Contract Documents, any order that will take more than a maximum of
4 ten (10) calendar days past the original agreed upon delivery date, may at the option of AUTHORITY, be
5 canceled and ordered from another source, if, in the opinion of the Contracting Officer, it is in the best
6 interests of AUTHORITY to do so.

7
8 14.3 INDEPENDENT CONTRACTOR

9 Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent
10 Contractor. Contractor shall secure at its expense, and be responsible for any and all payment of all taxes,
11 social security, state disability insurance compensation, unemployment compensation and other payroll
12 deductions for Contractor and its officers, agents and employees and all business licenses, if any, in
13 connection with the services to be performed hereunder.

14
15 14.4 AUTHORITY EMPLOYEES AND OFFICIALS

16 Contractor shall employ no Authority official nor any regular Authority employee in the Work performed
17 pursuant to this Agreement. No officer or employee of Authority shall have any financial interest in this
18 Agreement in violation of applicable provisions of law.

19 Contractor agrees to provide or has already provided information on former Authority administrative
20 officials (as defined below) who are employed by or represent Contractor. The information provided
21 includes a list of former Authority administrative officials who terminated Authority employment within
22 the last five years and who are now officers, principals, partners, associates or members of the business.
23 The information also includes the employment with or representation of Contractor. For purposes of this
24 provision, " Administrative Official" is defined as a member of the Board of Supervisors or such officer
25 staff, County administrative officer or member of such officer staff, County department or group head,
26 assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety
27 Management Unit.

1 14.5 NOTICES Any notices or special instruction required to be given in writing under this Agreement
2 shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or
3 to Authority's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a
4 sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as
5 follows:

6 COUNTY: HACR
7 Heidi Marshall, Executive Director
8 5555 Arlington Ave, Riverside CA 92504

9 CONTRACTOR: Final Touch Construction
10 Henry Hernandez, Operation Manager
11 16466 Foothill Blvd, Fontana CA 92335
12

13 14.5 CONTRACTOR'S LICENSE NOTICE

14 Contractors are required by law to be licensed and regulated by the Contractors State License Board, which
15 has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or
16 omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or
17 omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation.
18 Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board,
19 P.O. Box 26000, Sacramento, California 95826.
20

21 14.6 CONTRACTOR'S LICENSE NOTICE Contractors are required by law to be licensed and regulated
22 by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors
23 if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation.
24 A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years
25 of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar,
26 Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.
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1 14.7 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses
2 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this
3 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a
4 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any
5 of the remaining clauses, sentences, paragraphs and sections of this Contract.

6 14.8 In the event of a conflict between the HUD General Conditions and the Scope of Work, the General
7 Conditions shall prevail. In the event of a conflict between this Contract and any applicable state or local
8 law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or
9 regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive
10 Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

11 14.6 The persons executing this Contract on behalf of the Parties warrant and represent that they have
12 the authority to execute this Contract on behalf of each respective Party and further warrant and represent
13 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

14
15
16
17 **(Remainder of Page Intentionally Blank)**

18
19 **(Signatures on next page)**

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26 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth
27 below.
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AUTHORITY:


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

By: _____
Heidi Marshall
Executive Director

Dated: _____

CONTRACTOR:

FINAL TOUCH CONSTRUCTION & DESIGN, a California corporation


By:  _____
Luis Echeverria
Chief Executive Officer

Dated: 10/11/24

By:  _____
Vanessa Echeverria
Secretary

Dated: 10/11/24

APPROVED AS TO FORM:
Minh C. Tran
General Counsel

By:  _____
Kristine Bell-Valdez,
Deputy General Counsel