

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**INVITATION FOR BIDS (IFB) NO. 2023-001**

**APARTMENT RENOVATION PROJECT  
AT THE DESERT ROSE APARTMENTS  
24501 SCHOOL ROAD, RIPLEY, CA 92225**

**Housing Authority of the County of Riverside (HACR)  
5555 Arlington Avenue  
Riverside, CA 92504**

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**IFB INFORMATION AT A GLANCE**

HACR CONTACT PERSON:	George Eliseo <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> (951) 955-6405 (office) (951) 688-6873 (fax)
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none"><li>1. Access <a href="http://www.harivco.org/">http://www.harivco.org/</a></li><li>2. Select the "Vendors/Contractors" Page</li><li>3. Scroll down and download <b>IFB NO. 2021-003 APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS</b></li><li>4. Download and save the IFB to your computer.</li></ol>
IFB RE-RELEASE DATE:	<b>Tuesday, August 15, 2023</b>
<b>PRE-BID CONFERENCE: (JOB WALK)</b>  <i><b>NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED. PLANS WILL NOT BE PROVIDED FOR THIS PROJECT, EACH POTENTIAL BIDDER MUST TAKE THEIR OWN MEASUREMENTS.</b></i> Prospective bidders should attend the pre-bid conference (job walk). The purpose is to consider prospective bidders' questions and concerns on the proposed project(s).	<b>BY APPOINTMENT</b>
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFI's)	<b>N/A</b>
<b>BID SUBMITTAL DEADLINE – BID OPENING:</b>	<b>Wednesday September 6th, 2023 at 2:00 PM</b> 5555 Arlington Avenue Riverside, CA 92504 Bids shall be delivered to Housing Authority of the County of Riverside. (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Attention: George Eliseo. Bids shall be promptly opened in public at said address.
<b>NOTE:</b> HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!	<b>Notices of any such decisions or modifications will be located at:</b> <a href="http://www.harivco.org">www.harivco.org</a>
<b>**This is a Davis-Bacon Wages Job**</b>	<b>Wage Determination: CA20230017 MOD 13 7/13/2023</b>

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**1.0 HACR'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive, or Terminate the IFB.** HACR reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, in its sole and absolute discretion, if deemed by HACR to be in its best interests.
- 1.2 Right to Not Award.** HACR reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** HACR reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon five (5) calendar day's written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** HACR reserves the right to determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Determine Financial Responsibility and Viability.** HACR reserves the right to require of bidder information regarding financial responsibility and viability or such other information as HACR determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** HACR reserves the right to retain all written bids submitted to HACR in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. HACR may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by HACR Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** HACR reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** HACR shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Amend Prior to Award.** HACR reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the Housing Authority of the County of Riverside's website at [www.harivco.org](http://www.harivco.org) and/or [www.missionreproplanroom.com](http://www.missionreproplanroom.com) Internet System (hereinafter, the "noted Internet System" or the "System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. HACR reserves the right to amend the contract any time prior to contract execution.
- 1.10 Right to Issue New Bids.** In the event HACR rejects all bids submitted, HACR reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.

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- 1.11 Right to Cancel Award.** HACR reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 1.12 Right to Revise Quantities.** HACR reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACR under the following conditions:
- 1.12.1** Funding is not available;
  - 1.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - 1.12.3** HACR's requirements in good faith change after the award of the contract.
  - 1.12.4 Right to Require Additional Information.** HACR reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACR.
- 1.13 Right to Require Accurate Timesheets.** HACR reserves the right to require the successful bidder to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 1.14 Right to Contact.** HACR reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.
- 1.15 Right to Seek Restitution.** In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HACR reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder's rate and new company's rate) beginning the date of successful bidder's termination through the contract expiration date.
- 1.16 Right to Amend Prior to Contract Execution.** HACR reserves the right to amend the contract any time prior to contract execution.

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**2.0 PROJECT OVERVIEW:** The Housing Authority of the County of Riverside (HACR) is seeking bids from qualified, licensed, and bonded contractors to provide construction services for the renovation of eight (8) apartment units, consisting of: four (4) three-bedroom units, three (3) two-bedroom units, and one (1) four-bedroom unit, all located at 24501 School Road, in Ripley, California. The Base Scope of Work is attached as Exhibit B.

**2.1 Construction Planning:** The units to be renovated will be vacant, but adjacent units will be occupied by tenants during the demolition and construction process. Construction planning and scheduling **MUST** take this into account. HACR requires the successful bidder to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) working days prior to the projected start date.

**2.2 GENERAL SPECIFICATIONS OF THE PROJECT:**

**2.2.1** The work under this IFB shall be performed at the Desert Rose Apartments, located at 24501 School Road, Ripley, which is located within the County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services, and incidentals, and performing all work necessary for the Apartment Renovation Project at the Desert Rose Apartments in strict conformance with this IFB, the Scope of Work, and all contract documents.

**2.2.2** Refer to the complete Scope of Work and specifications sheet listed under Exhibit B, attached hereto, and incorporated herein by this reference.

**2.2.3 Measurements:** Prospective bidder is responsible for all measurements. There are no existing plans.

**2.2.4 Waste:** Successful bidder to ensure proper dumping of all waste and components from the site in an approved, legal landfill. Successful bidder shall provide a cleared site free of all debris, contractor equipment, etc. off-site daily. HACR refuse containers may not be used for disposal of any waste.

**2.2.5 Barriers:** Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

**2.2.6 Noise Control:** Conform to requirements of CAL-OSHA. Confine construction activities which utilize equipment and power tools, or which produce similar levels of noise, between 8:00 AM to 5:00 PM, Monday through Friday.

**2.2.7 Dust Control:** Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent airborne dust from dispersing into the atmosphere.

**2.3 Field Verification:** Successful bidder is responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work. Contractors will have access to the job site during the scheduled job walk.

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**2.4 Explanations and Interpretations to Prospective Bidders:** Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10) calendar days** before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

**2.5 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of HACR.

**2.6 Amendments to the IFB:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment may result in the rejection of the bid if the amendment(s) contained information which substantively changed HACR' requirements. Amendments will be on file in the offices of the HACR at least 7 calendar days before bid opening.

**2.7 Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the Contract Documents.

**2.8 Federal Funding:** This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 75) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Department of Housing and Workforce Solutions.

(Continued on Next Page)

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**3.0 BID FORMAT:**

**3.1 Two-Step Bid Submittal Process:** All bidders will initially submit the documentation/information detailed within the following listed Step #1. Then, HACR will notify which bidders are to submit, within five (5) days after being notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 will generally be the apparent low bidders that HACR intends to award the project).

**3.1.1 Tabbed Bid Submittal.** As may be further described herein, HACR intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that HACR can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement HACR has published herein or has issued by addendum.

<b>Tab No.</b>	<b>Description</b>
<b>1</b>	<b>Form of Bid:</b> This Form is attached to this IFB document as Attachment A. Insert the bid amount, complete all other information and execute where provided and submit under this tab.
<b>2</b>	<b>Scope of Work – Base Price:</b> This Form is attached to this IFB document as Attachment B. Complete form with pricing for each item. This form must be fully completed and submitted under this tab.
<b>3</b>	<b>Form of Bid Bond:</b> This Form is attached to this IFB document as Attachment C. Certificate as to Corporate Principal – this portion must be completed by the Secretary of the Corporation and the corporate seal affixed. Complete form and notarize. This 2-page Form must be fully completed, executed where provided and submitted under this tab.
<b>4</b>	<b>Form of Non-Collusive Affidavit:</b> This Form is attached to this IFB document as Attachment E. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed, executed where provided and submitted under this tab.
<b>5</b>	<b>Contractor Designation Form:</b> This Form is attached to this IFB document as Attachment F. This 2-page Form must be fully completed executed and submitted under this tab. NOTE: Bidders must also provide HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This requested information is detailed in the Profile of Firm Form. This Form <b>MUST</b> be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR for any and all services and goods

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	provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
<b>6</b>	<b>Equal Employment Opportunity Certification (Form HUD-92010):</b> This Form is attached to this IFB document as Attachment G. The 2-page Form must be completed, signed, and submitted under this tab as a part of the bid submittal.
<b>7</b>	<b>HUD Forms 50071 and 5369-A:</b> Complete and execute HUD Forms 50071 and 5369-A attached hereto as Attachment H and K, respectively, and submit under this tab.
<b>8</b>	<b>Special Federal Provisions for CDBG Funding:</b> This Form is attached as Attachment N. This Form must be signed, fully completed, and submitted under this tab as a part of the bid submittal. Do Not Complete the Post Contract Award Forms.
<b>9</b>	<b>Section 3 Business Preference Documentation:</b> For any bidder claiming a Section 3 Business Preference, place under this tab the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. <b>Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids as specified in Attachment D.</b>
<b>10</b>	<b>Other Information (Optional):</b> The bidder may include any other general information they believe is appropriate to assist HACR in its evaluation under this tab.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place there a statement such as, "This Tab Left Intentionally Blank." DO NOT eliminate any of the tabs.

**Step #2:** Documentation/information to be submitted, within seven (7) days, **only** by the apparent low bidder **and only** when directed to do so by HACR.

<b>1</b>	<b>Managerial Capacity:</b> IF REQUESTED, the bidder must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment F)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
<b>2</b>	<b>Payment and Performance Bonds.</b> The apparent low bidder will be provided with forms for their surety to complete.
<b>3</b>	<b>Insurance Certificates.</b> The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the HACR all insurance certificates requested. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.

**3.2 Bidder's Security:** Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of the



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bid, including the aggregate of all separate bid items and schedules covered by the bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. ***The Form of Bid Bond (Attachment C) must be fully completed, executed, and notarized where provided thereon and submitted under tab 3 (above) as a part of the bid submittal.*** Said check or bond shall be made payable to HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with HACR and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to HACR. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

**3.3 Davis-Bacon Act Wage Determination:** For all construction contracts awarded by in excess of \$2,000, when required by Federal Grant Program legislation, Contractor hereby agrees to comply with the Davis-Bacon Act (40 U.S.C., 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees less than the wage rate listed in the following table. Therefore, it shall be mandatory upon the contractor to whom the contract is awarded, and upon each subcontractor under him, to pay all laborers and workmen employed in the execution of the contract not less than the applicable wage rates for each craft or type of laborer or workman so employed.

General Decision Number	Mod. Number	Revision Date
CA20230017	13	7/13/2023

**3.4 Wage Decision Effective Date (“Lock-In” Date):** General wage decisions shall be locked-in on the date bids are opened (bid opening date) provided that the contract is awarded within 90 days after bid opening. However, if the contract is awarded more than 90 days after the bid-opening, the contract award date “locks-in” the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, the construction start date is the lock-in date (HUD Handbook 1344.1, REV 2).

**3.5 Prevailing Wages:** Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be

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examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

**3.6 Preemption of State Prevailing Wage Requirements:** A prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or position employed under this contract shall be inapplicable to a contract or HACR performed work item for the development, maintenance, and modernization of a project (24 CFR Part 965.101).

**3.7 Public Works Registration Program:** SB 854 was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals. Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code). Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects. Under the new program, contractors and subcontractors will be required to register before bidding and entering into public works contracts on state and local public works projects. To implement the program, the DIR has established an online registration system ([www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html)) which went live on July 1, 2014. Only contractors who have registered through the program may bid on public works projects beginning March 1, 2015 and may enter into public works contracts beginning April 1, 2015. (See Update Below).

**3.8 Public Works Registration Program Update:** SB 96 was enacted on June 27, 2017. Amongst other things, the bill makes changes to Labor Code sections 1725.5, 1771.1 and 1773.3 and Public Contract Code section 4104. Moving forward, DIR notification of an award of a public project will only be required for projects greater than \$25,000 for construction, alteration, demolition, installation, or repair work, or projects greater than \$15,000 for maintenance work. The law also now requires that bidders provide the DIR registration numbers for all subcontractors listed in a bid for a project.

**3.9 Bid Submission:** All bids must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of the County of Riverside (HACR)**  
**Attention: George Eliseo, Contracting Officer**  
**5555 Arlington Avenue**  
**Riverside, CA 92504**

The package exterior must clearly include the following, "**IFB No. 2021-003 Apartment Renovation Project**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

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- 3.10 Bid Acceptance Period:** The acceptance period is the number of calendar days available to HACR for awarding a contract from the date specified in this solicitation for receipt of bids. HACR requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than HACR's minimum acceptance period will be rejected.
- 3.11 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HACR by the bidder, such may invalidate that bid. If, after accepting such a bid, HACR decides that any such entry has not changed the intent of the bid that HACR intended to receive, HACR may accept the bid and the bid shall be considered by HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that HACR delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.
- 3.12 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACR, including the IFB document, the documents listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of HACR requirements contained within the documents may cause that bidder to not be considered for award.
- 3.13 Bidder's Responsibilities; Contact with HACR:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for HACR to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.14 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to ensure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACR for the performance under this IFB or any resulting contract.
- 3.15 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively

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changed HACR'S requirements. Amendments will be on file in the offices of HACR and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between HACR and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where their answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

**3.16 Non-Mandatory Pre-bid Conference (Job Walk):** The scheduled job walk is not mandatory. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to give prospective bidders an understanding of the full scope of the job and the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference HACR will conduct a brief overview of the IFB documents, including the attachments, as well as walk the job site. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. All attendees should bring a copy of the IFB documents to this conference; HACR **will not** distribute any copies of the IFB documents.

**3.17 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

**3.18 Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittal in such a manner that HACR can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

**3.19 Required Tabs and Forms Table:**

Tab #	Form Description
1	Form of Bid
2	Scope of Work – Base Pricing Form
3	Form of Bid Bond
4	Form of Non-Collusive Affidavit
5	Contractor Designation Form
6	Equal Employment Opportunity Certification
7	Form HUD 50071 & 5369-A
8	Special Federal Provisions for CDBG Funded Projects
9	Optional Information and/or Section 3 Form if used

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**INVITATION FOR BIDS (IFB) NO. 2023-001**  
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**4.0 BID EVALUATION:**

**4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening HACR will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time. HACR will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. HACR reserves the right to, as determined by HACR, “waive informalities and minor irregularities” in the offers received.

**4.1.1 Ties:** In the case of tie bids, the award shall be decided by “drawing lots or other random means of selection.”

**4.2 Responsive Bid Evaluation:** After the public opening of bid submittals, all bids received will later be evaluated by the CO for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB’s listed minimum requirements are deemed to be non-responsive and shall not be considered further. The CO may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by HACR in a timely manner.

**4.3 Responsible Bidder Evaluation:** Once a bid is determined to be responsive to the IFB, the CO will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the CO ascertains that such person or firm is responsible, as defined below in Section 4.3.1, the CO may then proceed with a notice of intent to award. If the CO determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by HACR in a timely manner. The non-responsive bidder may request further information and a hearing; in such case the CO may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

**4.3.1 Responsible Bidder Requirements:**

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;

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- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under all applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

**4.4 Additional Evidence of Responsibility:** HACR reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

**4.5 Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

**4.6 Bid Protest:** Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with HACR pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACR or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO, who shall issue a written decision on the matter. The CO may, at his discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF IFB NO. 2023-001**  
**Housing Authority of the County of Riverside. (HACR)**  
**Attn: George Eliseo, Contracting Officer**  
**5555 Arlington Avenue, Riverside, CA 92504**

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**5.0 CONTRACT AWARD:**

- 5.1 Lowest Responsive and Responsible Bidder:** An award of a contract pursuant to this IFB, if determined to be in the best interest of HACR to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- 5.1.1 Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of the base bid amounts on the base contract.
- 5.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 5.2.1** Depending on the amount of the award (typically for amounts greater than \$75,000), HACR will forward the contract to HACR Board of Commissioners for approval prior to signing the contract with the lowest responsive and responsible bidder.
- 5.2.2** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by HACR Board of Commissioners, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.
- 5.3 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACR pursuant to this IFB:
- 5.3.1 Contract Form:** By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HACR will only execute agreements which are substantially approved as to form and substance by HACR.
- 5.4 Contract Term (Time of Completion):** The successful bidder agrees to commence work no later than **ten (10) calendar days** after the commencement date specified in the **Notice to Proceed (NTP)** and to fully complete the project within **Forty-five (45) calendar days**. The NTP is the written notification from HACR giving the contractor notice to commence work on the project. The NTP will specify project details such as the mobilization start date, construction start date, and work completion date. **NOTE:** The timeframe for ordering and delivery of supplies and/or materials is typically not included with the issuance of the NTP. The NTP is issued once HACR staff and the contractor have mutually agreed to commence construction, installation, erection, alteration, repair, and demolition activities.
- 5.4.1 Liquidated Damages:** If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to HACR as liquidated damages, the sum of **\$300.00** for each day of delay.
- 5.4.2 Temporary Delay:** HACR may withhold issuance of the NTP for a period not to exceed **ninety (90) calendar days** after the construction Contract is executed.
- 5.4.3 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these

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timeframes may be considered a material breach, and HACR may pursue compensatory and/or liquidated damages under the contract.

- 5.5 Execution of Work:** All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. HACR may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by HACR to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor’s working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by HACR.
- 5.6 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of “FINAL” acceptance by HACR.
- 5.6.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 5.6.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 5.6.3 Assignment of Warranty:** Contractor shall assign any warranties and guarantees to HACR and provide the Contractor’s Warranty for Labor and Installation to HACR along with all Manufacturers’ Warranty documents.

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**6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:**

**6.1.1** Upon issuance of the Notice of Intent to Award, the successful bidder will have **ten (10) calendar days** to supply a payment/performance bond and furnish insurance documents in accordance with the Contract Documents.

**6.1.2 Assurance of Completion (Performance Bond & Payment Bond):** The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of 100 percent of the contract price.

**6.1.3 Security substitutions for monies withheld to ensure the contractor's performance:** In accordance with Section 22300 of the State of California Public Contract Code, the Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.

**6.2 Licensing and Insurance Requirements:** Prior to contract award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

**6.2.1 Insurance:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the Authority harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the Authority herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**6.2.2 Workers' Compensation:** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Authority; and, if applicable, to provide a Borrowed Servant/Alternate Employee Endorsement.

**6.2.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

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**6.2.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under the Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, its Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**6.2.5 General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause Contractor's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the Authority has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the***

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*insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of the Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of the Contract, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under the Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
- g. The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the Authority.
- h. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.

**6.3 Business License:** A copy of the bidder's business license allowing that entity to provide such services within the County of Riverside and/or the State of California.

**6.4 Contractor's License:** A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a "**B**" – **General Building Contractor** to perform the work, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. The HVAC portion of this job will also require a "**C-20**" – **Warm-Air Heating, Ventilating and Air-Conditioning license**. This includes a joint venture formed to submit a bid.

**6.5 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

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**7.0 ADDITIONAL CONSIDERATIONS**

- 7.1 Work on HACR Property:** If the successful bidder's work under the contract involves operation on HACR premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACR.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of HACR. Also, any substitution of subcontractors must be approved in writing by HACR prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.
- 7.4 Federal Funding:** This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 75) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Department of Housing and Workforce Solutions.
- 7.5 Prevailing Wages:** Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

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**8.0 RECAP OF ATTACHMENTS:**

It is the responsibility of each bidder to verify that he/she has received and/or downloaded the following attachments pertaining to this IFB, which by this reference are included herein as a part of this IFB:

<b>Attachment</b>	<b>Attachment Description</b>
<b>A</b>	Form of Bid
<b>B</b>	Scope of Work – Base Pricing Form
<b>C</b>	Form of Bid Bond
<b>D</b>	Section 3 Form – Optional (including explanation)
<b>E</b>	Form of Non-Collusive Affidavit
<b>F</b>	Contractor Designation Form
<b>G</b>	Equal Employment Opportunity Certification
<b>H</b>	Form HUD 50071
<b>I</b>	Special Federal Provisions for CDBG Funded Projects
<b>J</b>	Form HUD-5370 (11/2023), <i>General Conditions for Construction Contracts Public Housing Programs</i>
<b>K</b>	Form HUD-5369 & 5369-A, <i>Instruction to Bidders for Contracts Public and Indian Housing Programs and Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
<b>L</b>	Directions for Preparation and Completion of Performance and Payment Bonds -- <b>*ONLY THE SELECTED/AWARDED CONTRACTOR WILL COMPLETE THE ENCLOSED PAYMENT AND PERFORMANCE BONDS</b>
<b>M</b>	<i>Davis Bacon General Decision Wage Determination Number CA20230017 7/13/23 MOD 13</i>
<b>N</b>	HACR Sample Contract Form (Note: This contract is a sample only. HACR reserves the right to revise any clause herein and/or include within the ensuing contract any additional clauses that HACR determines is in its best interests)

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**FORM OF BID  
Attachment A**

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

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

BASE RENOVATION BID		
Item #	Description	Bid Amount
1	Base Renovation Cost of Four (4) <b>Three-Bedroom</b> Apartments (based on worksheet Exhibit B)	\$
2	Base Renovation Cost of Three (3) <b>Two-Bedroom</b> Apartments (based on worksheet Exhibit B)	\$
3	Base Renovation Cost of One (1) <b>Four-Bedroom</b> Apartment (based on worksheet Exhibit B)	\$
TOTAL BASE BID AMOUNT FOR ALL EIGHT (8) APARTMENTS		\$

HVAC WORK BID		
Item #	Description	Bid Amount
4	Estimated Cost of Labor and Materials for Items 38-46 on worksheet (Exhibit B)	\$
TOTAL HVAC BID AMOUNT		\$

- C. Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted.
- E. Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of

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California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.

- F. Quantities:** The undersigned understands that HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HACR requires.
- G. Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- H. Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within **NINETY (90) CALENDAR DAYS.**
- I. Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) \_\_\_\_\_ since \_\_\_/\_\_\_/\_\_\_
2. Have you been awarded any jobs but failed to complete?  No  Yes (please explain):  
\_\_\_\_\_
3. List work completed/ongoing in the last two years:

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

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

**Other Projects**

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

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4. Banking Information: Bank Name: \_\_\_\_\_ Branch Location: \_\_\_\_\_  
Account Name: \_\_\_\_\_

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

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

_____	_____	_____
Print Name	Title	Email
_____	_____	_____
Signature	Date	Telephone Number
_____	_____	_____
Company Name	Address (Street; City; State; Zip)	
_____	_____	_____
CSLB License Number	Expiration Date	CSLB License Designation
_____	_____	_____
D.I.R. Registration Number		

**BIDDER'S STATEMENT**

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

\_\_\_\_\_  
Signature                                      Date                                      Printed Name                                      Company

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**



**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**ATTACHMENT B  
Scope of Work – Base Pricing Form**

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

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

#	Description:	Price:
	<b>Contractor to furnish and install the following new items in the Kitchen of the unit:</b>	
1	Replace kitchen cabinets	\$
2	Skin backside of island, primer, and paint	\$
3	Replace countertop with granite or quartz	\$
4	Contractor to repair and patch walls throughout the unit	\$
5	Replace stove and vent hood	\$
6	Contractor to reglaze existing one (1) bathtub.	\$
7	Replace kitchen sink, faucet, garbage disposal, and all plumbing under sink	\$
8	Replace kitchen light fixture	\$
	<b>Contractor to furnish and install the following new items in the Bedrooms of the unit:</b>	
9	Install new vertical blinds for all windows	\$
10	Replace all interior doors and hardware with 6 panel doors	\$
11		
12	Replace bedroom light fixture	\$
13	Replace 5 ft. closet doors and hardware	\$
	<b>Contractor to furnish and install the following new items in the Bathroom of the unit:</b>	
14	Replace bathroom cabinet and countertop.	\$
15	Reglaze bathtub	\$
16	Replace faucet and under-sink plumbing	\$
17	Replace trim kit	\$
18	Replace toilet	\$
19	Replace medicine cabinet	\$
20	Replace towel bar and shower rod	\$
21	Replace bathtub faucet	\$
22	Replace bedroom flooring with LVT and 4 in. cove base as needed	\$
23	Replace bathroom light fixture and fan	\$

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

#	Description:	Price:
	<b>Contractor to furnish and install the following new items throughout the Unit:</b>	
24	New CO2 & smoke combination alarms to replace all existing	\$
25	Replace damaged entry doorjamb.	\$
26	Install weatherstripping at front door	\$
27	Verify all electrical is in good working order. Replace all plates and plugs to white	\$
28	Replace wall sconces (Can replace sconces with down lights)	\$
29	Replace all interior doors and hardware with 6 panel doors	\$
30	Repair and paint holes in all rooms	\$
31	Primer and paint interior of unit, color: "Swiss Coffee"	\$
32	Replace flooring with LVT complete and 4 in. cove base as needed	\$
33	Replace and paint entry door	\$
34	Repair drywall throughout unit	\$
35	Replace leaking 50-gallon water heater with new 40-gallon unit	\$
36	Replace all window and sliders with new vertical blinds	\$
37	Remove and replace all windows and sliders with retrofit white vinyl	\$
	<b>Apartment Total Price:</b>	\$
	<b>Contractor to furnish and install the following items specified (on 3-ton HVAC units):</b>	
38	Install new 3-ton AC on 1 unit	\$
39	Install new digital thermostats on 5 units	\$
40	Install new control fuse on 2 units	\$
41	Perform HVAC Maintenance on all units	\$
42	Install new combustion inducer fan motors on 4 units	\$
43	Install new multi start control on 1 unit	\$
44	Install new fused disconnect on 1 unit	\$
45	Repair Vent piping for furnace on 2 units	\$
46	Install new primary contactor on 1 unit	\$
	<b>HVAC Total Price:</b>	\$

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

---

**“Form of Bid Bond”**

(This Form must be fully completed and placed under Tab No. 3 of the “hard copy” tabbed bid submittal)

**ATTACHMENT C**

**(behind this page)**



ATTEST:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Corporate-Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Print or type the names underneath all signatures.)

Power -of-attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_  
who signed the said on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its  
governing body.

\_\_\_\_\_  
(Corporate Seal)

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

---

**“Section 3 Requirements - Optional”**

(This Form must be fully completed and placed under Tab No. 9 of the “hard copy” tabbed bid submittal)

**ATTACHMENT D**

**(behind this page)**



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.

# COUNTY OF RIVERSIDE SECTION 3 PLAN



COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS  
3401 10<sup>TH</sup> ST. SUITE 300, RIVERSIDE, CA 92501  
PH: (951) 955-1161 – FAX: (951) 374-3098  
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FORMED 11.23.2021

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## 1. Overview of Section 3 Requirements

### A. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

### B. Purpose of this Document

This plan outlines how the County of Riverside and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing County of Riverside's [HUD funded program]. County of Riverside will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

County of Riverside may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

### C. Applicability

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

## 1. Section 3 Coordinator

County of Riverside's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for County of Riverside and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to County of Riverside's Section 3 Coordinator with questions regarding Section 3 compliance:

HOME/NSP	IDIS	CDBG	WDC
Alicia Jaimes	Melissa Valdivia	Susana Orozco	Jason Tang
MaJaimes@rivco.org	MMValdivia@rivco.org	sorozco@rivco.org	jtang@rivco.org
(951)955-0783	(951)955-5935	(951)955-5933	(951)955-3046

## 2. Employment, Training, and Contracting Goals

### A. Safe Harbor Compliance

The County of Riverside will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

### B. Safe Harbor Benchmarks

County of Riverside has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in [ 24 CFR Part 75.9 - for public housing financial assistance] or [24 CFR Part 75.19 - for housing and community development financial assistance]. The safe harbor benchmark goals are as follows:

(for public housing financial assistance)

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

(for housing and community development financial assistance)

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, County of Riverside will review and update the Section 3 Plan every \_\_\_\_ years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the County of Riverside are required to certify that they will comply with the requirements of Section 3.

## **C. Certification or Prioritization of Effort for Employment, Training, & Contracting**

### **EMPLOYMENT AND TRAINING**

Under the County of Riverside's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

#### ***(for public housing financial assistance)***

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

#### ***(for housing and community development financial assistance)***

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

### **CONTRACTING**

Under the County of Riverside's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

#### ***(for public housing financial assistance)***

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;

3) YouthBuild programs; and

4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

***(for housing and community development financial assistance)***

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):

a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and

b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

### **3. Section 3 Eligibility and Certifications**

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from County of Riverside or its contractors/subcontractors for training, employment, or contracting opportunities generated by [public housing financial assistance or housing and community development financial assistance]. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to County of Riverside may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

#### **A. Section 3 Worker and Targeted Section 3 Worker Certification**

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, County of Riverside will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>. Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or

2) Employed by a Section 3 business concern; or

3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

(for public housing financial assistance)

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) A resident of public housing; or
  - b) A resident of other public housing projects or Section 8-assisted housing; or
  - c) A YouthBuild participant.

**(for housing and community development assistance)**

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
  - b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

The County of Riverside should establish a certification procedure. The certification procedure should provide step-by-step guidance to eligible Section 3 workers and Targeted Section 3 workers seeking certification.

## **PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING**

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, the [PHA] must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, County of Riverside may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, County of Riverside will follow subpart C of Part 75. Refer to chart in [Appendix A](#).

### **B. Section 3 Business Concern Certification**

The County of Riverside should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or

3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. Businesses that seek Section 3 preference shall certify, or demonstrate to County of Riverside, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located \_\_\_\_\_.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the County of Riverside previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after \_\_\_ months. Establishing a \_\_\_ month certification of eligibility period allows the County of Riverside the ability to assess contractor performance to ensure the business is striving to meet the required goals.

#### **4. Assisting Contractors with Achieving Section 3 Goals**

In an effort to assist contractors with meeting or exceeding the Section 3 goals, County of Riverside will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with HUD programs.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/> .
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3> business registry
- 10) Leverage County of Riverside 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise. Direct contractors to advertise job Section 3 workers openings at: [www.rivcojobs.org](http://www.rivcojobs.org) .
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.



## **5. Section 3 Outreach**

### **A. Outreach Efforts for Employment and Training**

In order to educate and inform workers and contractors, County of Riverside's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher".
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the County of Riverside's database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
  - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
  - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
  - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.

### **B. Outreach Efforts for Contracting**

When contracting opportunities arise in connection with the HUD programs, County of Riverside will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.

5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.

6) Coordinating with the County of Riverside's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.

7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the County of Riverside as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## **6. Section 3 Contracting Policy and Procedures**

County of Riverside will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the County of Riverside be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

## **7. Section 3 Provisions/Contract Language**

County of Riverside will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. County of Riverside will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit County of Riverside contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (for public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

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

## **8. Reporting Requirements**

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to County of Riverside's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

### **A. Monthly Reporting**

1) Contractors are required to submit monthly activity reports to County of Riverside's Section 3 to respective Coordinator email address by the 29th day of each month.

### **B. Annual Reporting**



- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, County of Riverside's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) County of Riverside's Section 3 Coordinator will submit the Section 3 data into Integrated Disbursement and Information System (IDIS) to HUD at completion of the projects' reporting period.

### **C. Reporting on Projects with Multiple Funding Sources**

- 1) For Section 3 projects that include public housing financial assistance and housing, and community development financial assistance, County of Riverside and County of Riverside will report on the project as a whole and will identify the multiple associated recipients.
- 2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the County of Riverside will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix A](#).

### **9. Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, County of Riverside encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within (\_\_\_) calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. County of Riverside will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The County of Riverside will provide written documentation detailing the findings of the investigation. The County of Riverside will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than (\_\_\_\_) days after the filing of complaint. If complainants wish to have their concerns considered outside of the County of Riverside a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal

employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccpl/>.

## 10. Appendices

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

*1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

*Contractor* means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AML. Note that Section 3 worker eligibility uses individual income rather than family/household income.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* mean non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in 24 CFR Part 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
  - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 Coordinator* is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

*Section 3 project* means a project defined in 24 CFR Part 75.3(a)(2).

*Section 3 worker* means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
  - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - (ii) The worker is employed by a Section 3 business concern.
  - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

## APPENDIX A: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
<b>Public Housing and Housing and Community Development</b>	<b>PHA</b> – must follow subpart B of Part 75 <b>HCD</b> – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	<b>PHA</b> – must follow subpart B of Part 75  <b>HCD</b> – may follow subpart B or C of Part 75	<b>PHA</b> – must follow subpart B of Part 75  <b>HCD</b> – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
<b>Multiple Sources of Housing and Community Development</b> <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

## APPENDIX B-C: Section 3 Forms

## Section 3 Worker List

**Instructions:** Businesses that are subject to prevailing wage laws are to list employees who reside in the County of Riverside whose annual incomes from the business are below the HUD Family Income Limits.

**Name of Business:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contract #:** \_\_\_\_\_ **Contract Title:** \_\_\_\_\_

2022 HUD FAMILY INCOME LIMITS								
FAMILY Size	1	2	3	4	5	6	7	8
Maximum Gross Annual Family Income	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

EMPLOYEE NAME	Is a resident of Public Housing or HUD Section 8-Assisted Housing? (Yes/No)	Resides within one mile of the Section 3 project job site? (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

**Authorized Official's**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_



**SECTION 3 AND EQUAL OPPORTUNITY CONTRACTING  
PROJECT UTILIZATION PLAN**

**COVER SHEET**

**General Submittal Instructions:**

**Bidder/Proposer AND its first-tier subcontractors are to submit a completed Section 3 and Equal Opportunity Contracting Project Utilization Plan(s) in bid. If not, Utilization Plan(s) must be submitted within 24 hours, upon request by HWS. A “non-responsive” determination may be made due to non-submittal within 24 hours.**

**Bidder/Proposer AND its first-tier subcontractors whose Utilization Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit, within 24 hours upon request by HWS, supporting documentation for review and approval verifying efforts to outreach to and award subcontracts to Section 3 Business Concerns. A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. **Exception: Bid/proposal indicating no projected hiring and/or subcontracting opportunities.****

**Bidder/Proposer AND its first-tier subcontractors whose Utilization Plans indicate that existing employees do not meet the definition of a Section 3 Worker, and do not agree to make a documented good faith effort to hire Section 3 Workers (when there is a need to hire new employees), may be deemed “non-responsive”. **Exception: Bidders/proposers whose geographic location and industry preclude them from hiring County of Riverside residents.****

**Special Instructions for HWS Developers:**

Submit all completed Section 3 and Equal Opportunity Contracting Project Utilization Plans before construction begins and/or at the beginning of each project phase (to be determined on case-by-case basis). Developers submit completed Utilization Plans to: MAjames@rivco.org (preferred) or Housing Workforce Solutions, 3403 Tenth St, Ste. 300; Riverside CA 92501

**Prime Contractor Name:** \_\_\_\_\_ **Bid/Solicitation # and Project Name:** \_\_\_\_\_  
 **Contractor or**  **Subcontractor Name and Address:** \_\_\_\_\_

**List if ELBE, DBE, DVBE, MBE, SB, SLBE or WBE (or mark “N/A” Email Address:** \_\_\_\_\_  
if non-applicable):

**Contact Name and Telephone Number:** \_\_\_\_\_

**Proposed Dollar Value of**  **Contract or**  **Subcontract: \$** \_\_\_\_\_

**I am the Prime Contractor:**  **I am a Subcontractor:**

There will be subcontracts as a result of this bid/proposal:  Complete Cover Sheet and Attachment I.

There will be new hires as a result of this bid/proposal:  Complete Cover Sheet and Attachment II.

There will be no subcontracts or new hires as a result of this bid/proposal:  Complete Cover Sheet and Attachment II.





## SECTION 3 AND EQUAL OPPORTUNITY CONTRACTING PROJECT UTILIZATION PLAN

### ATTACHMENT I: SECTION 3 BUSINESS CONCERN UTILIZATION PLAN

If you plan to award subcontracts and your Utilization Plan does not indicate subcontract awards to certified Section 3 Business Concerns, you will be required to submit supporting documentation verifying your efforts, to the greatest extent feasible, to outreach to and award subcontracts to Section 3 Business Concerns. **AT A MINIMUM, YOU MUST OUTREACH TO THE BUSINESSES LISTED IN HWS' REGISTRY OF CERTIFIED SECTION 3 BUSINESS CONCERNS.** If the registry of certified Section 3 Business Concerns does not represent the trades/services that you are seeking, contact the HWS Section 3/EOC Unit at [Sorozco@rivco.org](mailto:Sorozco@rivco.org) or go to <https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/Section-3-Program> to obtain "Examples of Efforts to Create Employment and Contracting Opportunities."

Section 3 Business Concerns **must be** certified by HWS. For ELBE, SLBE, SB, DBE, MBE, WBE or DVBE firms, please attach a copy of their certification(s).<sup>1</sup> **List ALL** proposed subcontractors (including subconsultants) for this project on the table below.

<i>Name, City &amp; State</i>	<i>Certified Section 3 Business Concern (yes/no)</i>	<i>Identify if ELBE/SLBE/SB/DBE/MBE/WBE/DVBE</i>	<i>Subcontract Amount (\$) and Percentage (%) of Total Contract Amount</i>		<i>Trade/Category of Work</i>
			\$	%	
			\$	%	
			\$	%	
			\$	%	
			\$	%	
			\$	%	
Total Subcontract Amount - Dollars and Percentage of Total Contract Amount:			\$	%	%
Total Subcontract Amount Awarded to Certified Section 3 Business Concerns – Dollars and Percentage of Total Contract Amount:			\$	%	%

Owner/Authorized Officer and Title: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR ADDITIONAL INFORMATION, **REGISTRY OF CERTIFIED SECTION 3 BUSINESS CONCERNS AND SECTION 3 WORKERS, AND INSTRUCTIONS FOR COMPLETING FORMS GO TO:** <https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/Section-3-Program>

<sup>1</sup> There are no numeric goals established for these certifications. However, affirmative efforts are required to ensure small businesses (SB) minority-owned (MBE) and woman-owned business enterprises (WBE) and other individuals and firms located in or owned by, in substantial part, persons residing in HWS' and/or Labor Surplus Areas are used whenever possible.



## SECTION 3 AND EQUAL OPPORTUNITY CONTRACTING PROJECT UTILIZATION PLAN

### ATTACHMENT II: SECTION 3 WORKER UTILIZATION PLAN

Bidder/Proposer AND its first-tier subcontractors are to make their best efforts to provide employment and training opportunities generated by HUD financial assistance to low- and very low-income persons referred to as "Section 3 Workers." See attached FAQ.

2022 HUD FAMILY INCOME LIMITS								
FAMILY Size	1	2	3	4	5	6	7	8
Maximum Gross Annual Family Income	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

**Instructions:**

Answer all questions. **Section 3 Worker Utilization Plans that indicate a "No" response for question #3 or "No" response for all three questions, may be deemed "non-responsive."** Exception: Bidders/proposers whose geographic location and/or industry preclude them from hiring County of Riverside residents.

1. Bidder/Proposer has employees who are residents of the County of Riverside whose annual income from the bidder/proposer is below the income limit? See HUD Family Income Limits table.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b><i>If "YES," prior to contract execution, bidder/proposer, when subject to prevailing wage laws, shall provide the names of the qualifying employees on a form provided by the Housing &amp; Workforce Solutions.</i></b>		
2. Bidder/Proposer plans to hire new employees to perform on or support the contract, if awarded the contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b><i>If "YES," at a minimum, you must contact the HWS Section 3 Unit at <a href="mailto:Diacosta@rivco.org">Diacosta@rivco.org</a> and request referrals of certified Section 3 Workers.</i></b>		
3. Bidder/Proposer agrees that when there is a need to hire new employees, a documented good faith effort shall be made to hire Section 3 Workers?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b><i>If "YES," at a minimum, you must contact the HWS Section 3 Unit at <a href="mailto:Diacosta@rivco.org">Diacosta@rivco.org</a> and request referrals of certified Section 3 Workers when there is a need to hire.</i></b>		

Owner/Authorized Officer and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR ADDITIONAL INFORMATION, REGISTRY OF CERTIFIED SECTION 3 BUSINESS CONCERNS AND SECTION 3 WORKERS, AND INSTRUCTIONS FOR COMPLETING FORMS GO TO:**

## ABRIDGED SECTION 3/EOC FAQ FOR BIDDERS/PROPOSERS

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### 1. Who is a Section 3 Worker?

A Section 3 Worker is a County of Riverside resident who is low- or very low-income person according to HUD Family Income Limits; employed by a Section 3 Business Concern, or a YouthBuild participant. For additional information go to <https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/Section-3-Program>

### 2. What is a Section 3 Business Concern?

A Section 3 Business Concern means a business concern that meets one of the following criteria: (1) at least 51 percent owned and controlled by a Section 3 Worker or (2) over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers.

### 3. Who can become certified as a Section 3 Business Concern?

A business concern whose principal office is located in the County of Riverside and meets the eligibility criterion of (1) or (2) as set forth in the answer to question #2, "What is a Section 3 Business Concern?" can certify.

### 4. Do certified Section 3 Business Concerns have to comply with the Section 3 requirements?

Yes. Certified Section 3 Business Concerns that are awarded Section 3-covered contracts or subcontracts must comply.

### 5. How can I demonstrate Section 3 compliance in my proposal/bid/quote?

A bidder/proposer and its first-tier subcontractors demonstrate Section 3 compliance by submitting: (1) Section 3 and Equal Opportunity Contracting Project Utilization Plans (includes Attachments I and II) that project a commitment to award contracts to certified Section 3 Business Concerns, currently employ Section 3 Workers and/or hire certified Section 3 Workers when there is a need to award contracts and/or hire new employees; and (2) supporting documentation verifying that the bidder/proposer and its first-tier subcontractors outreached to Section 3 Business Concerns and Section 3 Workers.

### 6. What are examples of documentation verifying outreach to Section 3 Business Concerns and Section 3 Workers?

At a minimum, supporting documentation shall include a log of calls or copies of emails—with outcomes—to HWS certified Section 3 Business Concerns; and notifying the HWS Section 3/EOC Unit of employment opportunities for HWS certified Section 3 Workers. The registry of certified Section 3 Business Concerns and "Examples of Efforts to Create Employment and Contracting Opportunities" are available at

<https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/Section-3-Program>  
For referrals of certified Section 3 Workers, contact the HWS Section 3/EOC Unit at [Sorozco@rivco.org](mailto:Sorozco@rivco.org).

### 7. What happens if I do not submit, upon request, documentation verifying outreach to Section 3 Business Concerns?

A bid/proposal shall be deemed "non-responsive" due to a lack of documented outreach to Section 3 Business Concerns.

### 8. Do I have to comply with Section 3 requirements, if I do not plan to hire new employees and I do not plan to award contracts/subcontracts?

Upon contract award, to the greatest extent feasible, contractors and/or subcontractors shall ensure that employment and training opportunities on Section 3 covered contracts and projects are provided to Section 3 Workers; and report total labor hours performed by Section 3 Workers as a percentage of total labor hours of all employees performing on the Section 3 covered contract or project.

9. **Does HWS monitor Section 3 Compliance?** Yes. HWS Section 3 Unit monitors compliance by reviewing contractors' and subcontractors' certified payroll or quarterly labor hour reports which indicate the total labor hour worked by Section 3 Workers as a percentage of the total labor hours worked by all employees performing on the Section 3 covered contract or project. Contractors and subcontractors must seek to maintain their approved percentages of Section 3 participation throughout the term of the Section 3 covered contract or project.

10. **Are there goals for Small Businesses (SB), Minority-Owned (MBE) and Woman-Owned Business Enterprises (WBE)?** There are no established numerical goals; however, affirmative efforts are required to ensure SB, MBE and WBE participation on all HWS contracts and projects. "Examples of Efforts to Create Employment and Contracting Opportunities," are available at \_

## **SECTION 3 BUSINESS CONCERN CERTIFICATION**

Dear Riverside County Business Owner:

The Housing & Workforce Solutions (HWS) invites you to self-certify as a Section 3 Business Concern.

Section 3 of the Housing and Urban Development (HUD) Act of 1968 was established to foster local economic development. It requires that economic opportunities, most importantly employment, generated by certain HUD financial assistance, shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent. Section 3 regulations are outlined in Title 24 of the Code of Federal Regulations (CFR) Part 75.

### **Eligibility:**

A business is eligible for self-certification as a Section 3 Business Concern, if its principal office is located in the County of Riverside and meets one of the following conditions:

- At least 51 percent owned and controlled by a County of Riverside resident who is a low- or very low-income person according to HUD Family Income Limits; or
- At least 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers as defined as a County of Riverside resident who is a low- or very low-income person according to HUD Family Income Limits; employed by a Section 3 Business Concern; or a YouthBuild participant.

Please complete and email or mail the application to the following:

Program Analyst at: [Sorozco@rivco.org](mailto:Sorozco@rivco.org)

Housing, & Workforce Solutions  
Section 3 Unit  
3403 Tenth St, Suite 300 Riverside, CA 92501

If you have any questions, please contact the Section 3 Unit at (951) 955-5933

Thank you,

HWS Section 3/EOC Unit

## SECTION 3 BUSINESS CONCERN APPLICATION

**Instructions:** Please type or legibly print. Complete and submit the Section 3 Business Concern Application, Certification and Affidavit, and if eligibility for certification is based on employees who performed at least 75 percent of total labor hours meeting the definition of a Section 3 Worker, submit Attachment I, "Section 3 Worker List."

<b>Business Name:</b>		<b>Taxpayer ID Number:</b>	
<b>D.B.A (if different from above):</b>			
<b>Name of Owner(s)/President:</b>			
<b>*Principal Office Street Address (no P.O. Box)</b>		<b>City:</b>	<b>Zip Code:</b>
			<b>Number of Offices of Locations <u>outside</u> of Riverside County:</b>
<b>Business Phone: ( )</b>		<b>Fax: ( )</b>	
<b>Business Email:</b>		<b>Website Address:</b>	
<b>Contact Person &amp; Title:</b>		<b>Contact Email &amp; Phone:</b>	
<b>Business License Number:</b>	<b>DUNS Number:</b>	<b>Is your Company a Union Shop?   <input type="checkbox"/> YES   <input type="checkbox"/> NO</b>	
		<b>If yes, identify:</b>	
<b>CSLB and/or Professional License Number(s):</b>	<b>License Expiration Date:</b>	<b>License Name:</b>	
		<b>License Classification:</b>	
<b>Public Works Contractor (PWC) Department of Industrial Relations (DIR) Registration Number:</b>		<b>PWC Registration Expiration Date:</b>	
<b>Primary NAICS Code (6-digits)*: _____</b>		<b>Service Category (check one):</b>	
<b>Secondary NAICS Code (6-digits): _____</b>		<input type="checkbox"/> Construction <input type="checkbox"/> Pest Control <input type="checkbox"/> Professional	
<b>*Go to the following link in order to identify your business's NAICS Code: <a href="https://www.census.gov/eos/www/naics">https://www.census.gov/eos/www/naics</a></b>		<input type="checkbox"/> Services <input type="checkbox"/> Supplier	
<b>Please describe your business's services:</b>			
<b>Type of Business Entity (check one):   <input type="checkbox"/> Corporation   <input type="checkbox"/> Partnership   <input type="checkbox"/> Sole Proprietorship</b>			
<input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Other: _____			
<b>Date Business Established (mm/dd/yyyy):</b>		<b>Last Annual Gross Revenues:</b>	
<b>Single Job Bonding Limit:</b>		<b>Aggregate Bonding Limit:</b>	
<b>Please specify preferred job type(s) (Specify contractual dollar amount and/or trades/services performed):</b>			
<b>Number of Employees at <u>principal office</u>*:   Full-time: _____ Part-time: _____ Contract: _____ Total: _____</b>			
<b>Employee Classification (check all that apply): Management/Professional   <input type="checkbox"/> Technicians   <input type="checkbox"/> Construction Labor   <input type="checkbox"/></b>			

Service Workers  Office/Clerical

Has Business worked directly for the Housing & Workforce Solutions in the past?  YES  NO

If your business possesses any of the following certifications, identify and submit a copy of the certificate(s):

- Inland Empire Small Business Development Center: *City of Riverside*
- Business (SB): *CA Department of General Services*
- Disadvantaged Business Enterprise (DBE): *CA Department of Transportation or CA Unified Certification Disabled Veteran*
- Business Enterprise (DVBE): *CA Department of General Services*
- Woman Business Enterprise (WBE): *CA Public Utilities Commission or City of Los Angeles*
- Minority Business Enterprise (MBE): *Pacific Southwest Minority Supplier Development Council, CA Public Utilities Commission or City of Los Angeles*

Is your business an EPA (U.S. Environmental Protection Agency) Lead-Safe Certified Firm?  YES  NO  
(If certified, please submit a copy of the certificate with this application.)

**Note:** As of April 22, 2010, ALL firms performing renovation work, which may disturb paint in target housing, are **REQUIRED** to be EPA-certified. Contractors will not be eligible to bid on such work until their EPA certificate is provided. Information about becoming a certified firm is available at: <https://www.epa.gov/lead/getcertified>

How did you learn about the Section 3 certification program?

**Release of Information:** If you become certified as a Section 3 Business Concern, do you grant the Housing & Workforce Solutions permission to share and/or release your business information (excludes Taxpayer ID Number) with other public agencies and/or firms seeking to contract with certified Section 3 Business Concerns?  
 YES  NO

**\*Principal Office:** The location where the greatest number of employees at any one location perform their work. **Exception:** Businesses whose primary industry is service or construction, the calculation of the number of employees excludes those employees who perform the majority of their work at job-site locations to fulfill specific contract obligations.

**Example:** A construction company has two offices – one in Los Angeles, the other in Riverside. Ten employees work at the Los Angeles location performing management and clerical functions. In Riverside, there is a manager, secretary and 28 construction workers performing work on a specific contract. In this example, the principal office is located in Los Angeles because there are ten employees compared to two employees (after excluding the 28 construction workers) in Riverside.

**Who is a Section 3 Worker?**

- A Section 3 Worker is a County of Riverside resident who is a low- to very low-income person according to HUD Family Income Limits; employed by a Section 3 Business Concern; or a YouthBuild participant.

2022 HUD FAMILY INCOME LIMITS Low (80%)								
FAMILY Size	1	2	3	4	5	6	7	8
Maximum Gross Annual Family Income	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950





By the execution and delivery of this Application, Certification and Affidavit to the Housing & Workforce Solutions, you hereby covenant and agree to provide documentation upon demand by the Housing & Workforce Solutions, as it may reasonably request, to verify your eligibility for certification as a Section 3 Business Concern.

**CERTIFICATION AND AFFIDAVIT**

I, \_\_\_\_\_ (*print name*), declare under penalty of perjury, under the laws of the United States and the State of California, that I am the \_\_\_\_\_ (*title/position*) of \_\_\_\_\_ (*name of business*) and that the foregoing information and statements are true and correct:

**I hereby certify that my business qualifies as a Section 3 Business Concern due to:**

At least 51 percent ownership and control by a County of Riverside resident who is a low- or very low-income person according to the HUD Family Income Limits; or

At least 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers.

I hereby certify on behalf of my business that the statements and information contained on this form are true and accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I agree on behalf of my business to notify the Housing & Workforce Solutions' Section 3/EOC Unit of any material change in the information contained in this application within 30 days of such change. On behalf of my business, I further agree to provide, any and all, documentation reasonably requested by the Housing & Workforce Solutions, in order to verify Section 3 eligibility.

A certified Section 3 Business Concern is not entitled to be awarded a contract simply by being listed in the Housing & Workforce Solutions' registry of certified Section 3 Business Concerns. Businesses that self-certify their eligibility may receive a designation as a Section 3 Business Concern, subject to later verification from local recipient agencies.

Information that is misrepresented in this application or in any documentation or information provided to the Housing & Workforce Solutions in connection with this application shall be grounds for denial or revocation of Section 3 certification and/or immediate termination of any contract that may be awarded. Persons that misrepresent their qualifications to receive a Section 3 Business Concern designation may face debarment and/or civil and/or criminal penalties, as provided for under applicable local, state and federal law. Executed the date referenced below, I acknowledge and declare, under penalty of perjury under laws of the United States and the State of California, that all of the foregoing information is true and correct. I further acknowledge that the Housing & Workforce Solutions will be relying upon this information in making Section 3 Business Concern designations.

**\*Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*CORPORATE OFFICER OR PERSON AUTHORIZED TO SIGN BIDS AND CONTRACTS ON BEHALF OF THE BUSINESS**

Housing & Workforce Solutions 3403 Tenth St. Suite 300 Riverside CA 92501 951-955-1161  
Rivcoeda.org/Departments/Housing/Community Development Block Grant/Community Development Section 3 Program



## SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 CERTIFICATION OF COMPLIANCE

EFFECTIVE JULY 1, 2021

The purpose of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which federal assistance is spent. Section 3 is implemented and regulated by Part 75 of Title 24 of the Code of Federal Regulations (24 CFR 75).

### APPLICABILITY

- Recipients and sub-recipients of Section 3 covered assistance, including contractors and subcontractors that perform work on Section 3 covered contracts/projects, are required to comply with Section 3 requirements.
- Section 3 requirements do not apply to contractors who furnish only materials or supplies and do not undertake the installation of the materials or supplies.

### DEFINITIONS

**Section 3 Business Concern** is a business concern that is:

- I. At least 51 percent owned by a County of Riverside resident who is a low- or very low-income person according to HUD Family Income Limits; or
- II. At least 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers.

**Section 3 Worker:** A County of Riverside resident who is a low- or very low-income person according to HUD Family Income Limits; employed by a Section 3 Business Concern; or a YouthBuild participant.

**Targeted Section 3 Worker:** (1) A Section 3 Worker employed by a Section 3 Business Concern; or (2) A Section 3 Worker who currently or when hired qualified for at least one of the following categories within five years of the date of when first employed by a Section 3 Business Concern, for:

#### HUD Public Housing Funded Projects:

- A public housing resident or an HWS Section 8 voucher recipient; or
- A YouthBuild participant.

#### HUD Housing and Community Development Funded Projects:

- Living within the service area or neighborhood of the project; or
- A YouthBuild participant.

2022 HUD FAMILY INCOME LIMITS

FAMILY Size	1	2	3	4	5	6	7	8
Maximum Gross Annual Family	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

**Labor Hours:** The number of paid hours worked by persons on a HUD Section 3 project or by persons employed with HUD public housing financial assistance.

**Professional Services:** Non-construction services that require an advanced degree or professional licensing.

**Section 3 Project:** Housing rehabilitation, housing construction, and other public construction projects assisted with HUD housing and community development financial assistance.

**BENCHMARKS**

**Contractors and subcontractors performing on projects subject to Section 3 are required to make good faith assessments to report on all labor hours performed by employees per the following benchmarks:**

Reporting on the total number of labor hours worked by Section 3 Workers and total number of labor hours worked by Targeted Section 3 Workers as a percentage of the total number of labor hours (excluding total labor hours from professional services) worked by all workers performing on projects funded by HUD financial assistance:

- At least 25 percent of total labor hours worked by Section 3 Workers; and
- At least 5 percent of total labor hours worked by Targeted Section 3 Workers

**Contractors and subcontractors must make their best efforts to provide employment and training opportunities to Section 3 Workers and document such efforts to realize the Section 3 benchmarks. Contractors and subcontractors will be considered to have complied with Section 3, if they meet or exceed the Section 3 benchmarks, or certify that they have followed the prioritization of efforts in 24 CFR 75.9 and 24 CFR 75.19.**

**SECTION 3 REQUIREMENTS FOR BIDDERS/PROPOSERS**

Section 3 and Equal Opportunity Contracting Project Utilization Plan

- I. Submittal of Section 3 and EOC Project Utilization Plan:  
Bidder/Proposer AND its first-tier subcontractors are to submit a completed Section 3 and Equal Opportunity Contracting Project Utilization Plan(s) in bid. If not, Utilization Plan(s) must be submitted within 24 hours, upon request by HWS. **A “non-responsive” determination may be made due to non-submittal within 24-hours.**
  
- II. Submittal of Supporting Documentation:  
Bidder/Proposer AND its first-tier subcontractors whose Utilization Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit, within 24 hours upon request by HWS





supporting documentation for review and approval verifying efforts to outreach to and award subcontracts to Section 3 Business Concerns. **A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer.** With the exception of bids/proposals indicating no projected opportunities for hiring new employees and/or awarding subcontracts.

**Bidder/Proposer may be deemed “non-responsive” if Utilization Plan indicates the following: (1) Existing employees do not meet the definition of a Section 3 Worker; and (2) Bidder/Proposer does not agree to make a documented good faith effort to hire Section 3 Workers (when there is a need to hire new employees).** Exception: Bidders/proposers whose geographic location and industry preclude them from hiring County of Riverside residents.

III. Waivers:

At its discretion, HWS may grant waivers for noncompliant contractors who have demonstrated “good cause” as to why the Section 3 benchmarks were not met. “Good cause” may include the unavailability of qualified Section 3 Business Concerns or Section 3 Workers. HWS will not execute a contract/agreement that does not incorporate by reference an approved plan to utilize certified Section 3 Business Concerns and/or Workers, or reference the waiver granted by HWS. Bids/proposals that indicate that there are no plans to hire new employees and award subcontracts may receive a waiver.

## SECTION 3 REQUIREMENTS FOR AWARDEES

### Section 3 Contract Language

All Section 3 covered contracts and subcontracts shall include the following language:

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

### Section 3 Quarterly Labor Hours Report

Contractors and subcontractors are to make good faith assessments of employees’ labor hours on Section 3 covered contracts/projects for the following:

- Total labor hours worked by all employees (excludes the total labor hours from professional services)
- Total labor hours worked by Section 3 Workers
- Total labor hours worked by Targeted Section 3 Workers

Contractors and subcontractors are to report their good faith assessments of labor hours on the Section 3 Quarterly Labor Hours Report. Exception: Contractors and subcontractors whose contracts are subject to prevailing wage laws are to submit their weekly certified payroll reports, instead of the Section 3 Quarterly Labor Hours Report.



Compliance Monitoring

Section 3 compliance monitoring will be performed by HWS Section 3/EOC Unit. **Contractors and subcontractors who submitted approved Utilization Plans shall maintain their approved percentages of Section 3 participation throughout the term of the contract/project. Contractors and/or subcontractors whose Utilization Plans projected no new hires must, to the greatest extent feasible, hire certified Section 3 Workers or Targeted Section 3 Workers, when the need to hire occurs.**

FREQUENCY OF MONITORING				
Contract Description	Contract Award/ Negotiation	Monthly	Quarterly	Completion
Construction and Maintenance (subject to prevailing wage)	X	X		X
Non-Construction ( <3 months' performance )	X			X
Non-Construction ( >3 months' performance )	X		X	X

Noncompliance with HUD's regulations in 24CFR75 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD-assisted contracts.

The undersigned hereby agrees to comply with all the provisions of Section 3 as set forth in 24CFR75 and HWS' Section 3 requirements.

Acknowledged By:

\_\_\_\_\_

Name of President or Authorized Officer

\_\_\_\_\_

Company Name

\_\_\_\_\_

Signature and Title

\_\_\_\_\_

Date

**For additional information, registry of certified Section 3 Business Concerns and Section 3 Workers, and instructions for completing the forms, go to:**

<https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/Section-3-Program>



## Section 3 Quarterly Labor Hours Report

<b>Name of Contractor</b> <input type="checkbox"/>	<b>Or Subcontractor</b> <input type="checkbox"/>	<b>Address:</b>
<b>For the Quarter Ending:</b>	<b>Contract Number:</b>	<b>Contract/Project Name:</b>
<b>Is this your final month performing on the contract or project?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Name and Title of Person Completing Form:</b>	<b>Telephone Number:</b> (   )	<b>Email Address:</b>

**Who is a Section 3 Worker?** A Section 3 Worker is a County of Riverside resident who is a low- or very low-income person according to HUD Family Income Limits; employed by a Section 3 Business Concern; or a YouthBuild participant. (See page 2, HUD Family Income Limits table.)

**At least 25 percent of total labor hours for this contract are to be performed by Section 3 Workers.**

**Instructions:** Using a good faith assessment, complete columns A and B. In column A, report on the total hours worked by Section 3 Workers, the total hours worked by all employees; and calculate the total hours worked by Section 3 Workers as a percentage of total hours worked by all employees. If applicable, complete column B.

GOOD FAITH ASSESSMENT	A	B
	REPORT QUARTERLY LABOR HOURS	REPORT QUARTERLY LABOR HOURS (IF APPLICABLE)
<b>1. Total labor hours worked by all Section 3 Workers</b>	<b>1.</b>	
Labor hours worked by Section 3 Workers who are residents of Public Housing or HUD Section 8-assisted housing, if applicable:		
Labor hours worked by Section 3 Workers who reside within one mile of the Section 3 project, if applicable: <i>(Applies to construction-related projects)</i>		
<b>2. Total labor hours of all employees:</b> <i>(Excludes labor hours for professional services)</i>	<b>2.</b>	
<b>3. Total labor hours worked by Section 3 Workers as a percentage of total labor hours: (Row 1 ÷ Row 2 = Row 3)</b>	<b>3.</b> %	



**When there are employment opportunities, at a minimum, you must contact the HWS Section 3 Unit and request referrals of Section 3 Workers from its registry of certified Section 3 Workers.**

**Instructions:** List the names of all employees who were hired this quarter to perform on or support the Section 3 contract or project.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**I certify, under penalty of perjury, under the laws of California, that the above information submitted in the Section 3 Quarterly Labor Hours Report is complete, true and accurate.**

Owner/Authorized Officer: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Submittal Instructions:**

The Section 3 Quarterly Labor Hours Report is due by the 5<sup>th</sup> day of the following month. Submit the report to [Sorozco@rivco.org](mailto:Sorozco@rivco.org) (preferred) or:

Housing & Workforce Solutions,  
Section 3 Unit  
3403 Tenth St., Ste. 300  
Riverside, CA 92501

If you have any questions regarding the completion of the Section 3 Quarterly Labor Hours Report, or to verify the Section 3 Worker eligibility of current employees or prospective new hires, please contact the Section 3 Program Analyst at (951) 955 – 5933 or [Sorozco@rivco.org](mailto:Sorozco@rivco.org).

2022 HUD FAMILY INCOME LIMITS								
FAMILY Size	1	2	3	4	5	6	7	8
Maximum Gross Annual Family Income	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

## SECTION 3 WORKER CERTIFICATION FORM (ABRIDGED)

**Instructions:** If you are an employee of the Riverside County Housing, Homelessness Prevention & Workforce Solutions (HWS), completion of this form is voluntary. The information collected is used to assess HWS compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which requires that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent. If you qualify as a Section 3 Worker, please self-certify by completing this form.

### Eligibility Requirements

To certify as a Section 3 Worker, you must reside in the County of Riverside and meet one of the following requirements:

- I am a public housing resident.
- I am an HWS Section 8 voucher recipient.
- I am a YouthBuild program participant.
- I am a low- or very low-income person per the HUD Family Income Limits.

2022 HUD FAMILY INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
<b>Maximum Gross Annual Family Income</b>	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

### CONTACT INFORMATION AND CERTIFICATION ELIGIBILITY

<p style="color: red; text-align: center;"><b>You <u>must</u> identify under which criteria you qualify as a Section 3 worker: (Select only one)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I am a public housing resident.</li> <li><input type="checkbox"/> I am an HWS Section 8 voucher recipient.</li> <li><input type="checkbox"/> I am a YouthBuild program participant.</li> <li><input type="checkbox"/> I am a low- or very low-income person per the HUD Family Income Limits.</li> </ul>	<p><b>Name:</b> _____</p> <hr/> <p><b>Residential Address (no P.O. Box):</b></p> <p>City: _____ State: _____</p> <p>Zip: _____</p> <p>Telephone Number: _____ Email: _____</p> <p><i>Note: In order to receive notification of employment and training opportunities, Section 3 Worker <u>must</u> provide an email address.</i></p> <p><i>If you are an individual who lacks a fixed, regular, and adequate nighttime residence, please check here _____</i></p>
---	---

I, \_\_\_\_\_, agree to provide the documentation verifying my Section 3 eligibility, if requested.

I, \_\_\_\_\_, am a resident of the County of Riverside qualify as either a public housing resident, an HWS Section 8 voucher recipient, a YouthBuild participant, or a low- or very low-income person, as defined in the HUD Section 3 Regulations. I hereby certify and declare under penalty of perjury under the laws of the United States and the State of California that the statements made in this Section 3 Worker Certification form, including attached pages for additional response, are true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete the certification form. If necessary, submit responses on additional sheets of paper. All Section 3 Workers must sign and date the form. If you have any questions or concerns, please contact the Section 3/EOC Unit at (951) 955 - 5933. Email the completed certification form to [Sorozco@rivco.org](mailto:Sorozco@rivco.org) or mail to:

Housing & Workforce Solutions  
Section 3/EOC Unit  
3403 Tenth St, Ste. 300  
Riverside, CA 92501

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**The following information is optional and will only be used for statistical purposes:**

**Gender:** Male  Female  Transgender

**Race:** 1 – White  2 – Black/African American   
3 – American Indian/Alaska Native  4 – Asian/Pacific Islander

**Ethnicity:** 1 - Hispanic  2 - Not Hispanic





## SECTION 3 WORKER CERTIFICATION FORM

Dear Riverside County Resident:

The Housing & Workforce Solutions (HWS) invites you to self-certify as a Section 3 Worker which will provide you with job-seeking benefits such as placement on a registry used by HWS partners and notification of employment opportunities with HWS.

The information collected on this form is used to assess HWS compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which requires that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent. Section 3 regulations are implemented in Title 24 of the Code of Federal Regulations Part 75. If you qualify as a Section 3 Worker, please self-certify by completing this form.

### **Eligibility Requirements**

To certify as a Section 3 Worker, you must reside in the County of Riverside and meet one of the following requirements:

- I am a public housing resident.**
- I am an HWS Section 8 voucher recipient.**
- I am a YouthBuild program participant.**
- I am a low- or very low-income person per the HUD Family Income Limits.**

2022 FAMILY INCOME LIMITS								
FAMILY Size	1	2	3	4	5	6	7	8
<b>Maximum Gross Annual Family Income</b>	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

Please complete the enclosed certification form. All Section 3 Workers must sign and date the form. If you have any questions or concerns, please contact the Section 3/EOC Unit at (951) 955 -5933. Submit the completed certification form to either of the following:

Program Analyst:  
[Sorzo@rivco.org](mailto:Sorzoco@rivco.org)

Housing and Workforce Solutions  
 Section 3/EOC Unit  
 3403 Tenth St, Ste. 300  
 Riverside, CA 92501

## SECTION 3 WORKER CERTIFICATION FORM

**Instructions:** To certify as a Section 3 Worker and to be referred for employment and/or occupational training opportunities, complete the entire Section 3 Worker Certification Form. If necessary, submit responses on additional sheets of paper. All Section 3 Workers must sign and date the form.

<b>1. CONTACT INFORMATION AND CERTIFICATION ELIGIBILITY</b>					
<p style="color: red; font-weight: bold;">You must identify under which criteria you qualify as a Section 3 Worker: (Select only one)</p> <p><input type="checkbox"/> I am a public housing resident.</p> <p><input type="checkbox"/> I am an HWS Section 8 voucher recipient.</p> <p><input type="checkbox"/> I am a YouthBuild program participant.</p> <p><input type="checkbox"/> I am a low- or very low-income person per the HUD Family Income Limits.</p>	<p><b>Name:</b> _____</p> <p><b>Residential Address (no P.O. Box):</b> _____</p> <p><b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Telephone</b> _____</p> <p><b>Number:</b> _____</p> <p><b>Email:</b> _____</p> <p><i>Note: In order to receive notification of employment and training opportunities, Section 3 Worker <u>must</u> provide an email address.</i></p> <p><i>If you are an individual who lacks a fixed, regular, and adequate nighttime residence, please check here</i> <input type="checkbox"/></p>				
<b>2. EDUCATION (Check all that apply)</b>					
GED College Credits <input type="checkbox"/>	High School Diploma Professional License <input type="checkbox"/>	Post High School Higher Education <input type="checkbox"/>	Associate Degree Bachelor Degree <input type="checkbox"/>	Trade/Training Certificate <input type="checkbox"/>	
Use this section to provide any additional information regarding your education:					
<b>3. WORK EXPERIENCE</b>					
Identify all work experience for the last 10 years AND the number of years of experience in each category.					
Management/Supervisor	# of Years _____	IT Support	# of Years _____	Administrative	# of Years _____
Accounting	_____	Computer	_____	Construction Laborer	_____
Education	_____	Programming	_____	Janitorial/Cleaning	_____
Counseling	_____	Medical Assistance	_____	Warehouse/Facilities	_____
Printing Trades	_____	Bookkeeping	_____	Waiter/Waitress	_____
		Gardener/Landscaper	_____	Truck/Tractor Driver	_____
				Plumber	_____
				Sales Clerk	_____
				Cashier	_____
				Insurance	_____
				Real Estate	_____
				Electrician	_____
				Painter	_____
				Metal Worker	_____
				Apprentice (construction)	_____
				Maintenance	_____
				Mechanic	_____
				Machine Operator	_____
				Carpenter	_____



Use this section to provide any additional information regarding your work experience:

**4. SKILLS**

List any skills with specialized equipment, machinery or tools:

**5. COMPUTER SKILLS**

Rate your computer skill level for each of the following. Write the letter “B” for beginner, “I” for intermediate, or “A” for advanced. Write “N/A” if not applicable.

Microsoft Word \_\_\_\_\_ Microsoft Access \_\_\_\_\_ Microsoft Publisher \_\_\_\_\_ Internet Research \_\_\_\_\_ PowerPoint \_\_\_\_\_ Web Design \_\_\_\_\_ Microsoft Excel \_\_\_\_\_ Web Programming \_\_\_\_\_ Microsoft Outlook \_\_\_\_\_ Network Admin. \_\_\_\_\_ Typing (\_\_\_\_\_ wpm)

**6. TRAINING**

Identify any training that you would like to receive.

<input type="checkbox"/> Electrical	<input type="checkbox"/> Carpentry	<input type="checkbox"/> Cement/Masonry	<input type="checkbox"/> Flooring	<input type="checkbox"/> Building Maintenance
<input type="checkbox"/> Machining	<input type="checkbox"/> Plastering	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Landscaping	<input type="checkbox"/> IT Support
<input type="checkbox"/> Bricklaying	<input type="checkbox"/> Glass/Glazing	<input type="checkbox"/> Demolition	<input type="checkbox"/> Computer	<input type="checkbox"/> Marketing
<input type="checkbox"/> Painting	<input type="checkbox"/> Drywall	<input type="checkbox"/> HVAC	<input type="checkbox"/> Accounting/	<input type="checkbox"/> Mechanical Repair
<input type="checkbox"/> Roofing	<input type="checkbox"/> Fencing	<input type="checkbox"/> Iron Works	<input type="checkbox"/> Bookkeeping	<input type="checkbox"/> Janitorial
		<input type="checkbox"/> Solar Installation	<input type="checkbox"/> Payroll	<input type="checkbox"/> Administrative

**7. PLEASE ANSWER THE FOLLOWING:**

	<b>Yes</b>	<b>No</b>
Have you ever received any type of assistance from HWS’ Achievement Academy?	<input type="checkbox"/>	<input type="checkbox"/>
Are you currently a member of any union? If yes, please describe.	<input type="checkbox"/>	<input type="checkbox"/>
Are you currently employed? If yes, please indicate whether part-time or full-time: <b>Full-Time</b> <input type="checkbox"/> OR <b>Part-Time</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you 18+ years of age?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been convicted of a felony within the last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
Are you willing to take a drug screening?	<input type="checkbox"/>	<input type="checkbox"/>

Are you able to lift 50 lbs. at a time with frequent lifting or carrying of objects up to 25 lbs.?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
Do you have 10 years of verifiable employment or school history?	<input type="checkbox"/>	<input type="checkbox"/>
Are you bilingual? If yes, please <u>indicate</u> which language(s) you speak fluently: <input type="checkbox"/> Spanish <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Tagalog <input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Do you possess a valid driver's license?	<input type="checkbox"/>	<input type="checkbox"/>
Do you possess a State ID?	<input type="checkbox"/>	<input type="checkbox"/>
How did you learn about the Section 3 certification program? <input type="checkbox"/> HWS <input type="checkbox"/> Employer <input type="checkbox"/> Family/Friend <input type="checkbox"/> Internet Search <input type="checkbox"/> Other: _____		

<b>RELEASE OF INFORMATION:</b> Do you authorize the Housing & Workforce Solutions to release the above information to businesses that are seeking certified Section 3 Workers for employment and/or training opportunities?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
---	--	---------------------------------------

I, \_\_\_\_\_, agree to provide the Housing & Workforce Solutions with documentation verifying my Section 3 eligibility, if requested.

I, \_\_\_\_\_, am a resident of the County of Riverside and qualify as either a public housing resident, an HWS Section 8 voucher recipient, a YouthBuild participant, or a low- or very low-income person, as defined in the HUD Section 3 Regulations. I hereby certify and declare under penalty of perjury under the laws of the United States and the State of California that the statements made in this Section 3 Worker Certification form, including attached pages for additional response, are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The following information is optional and will only be used for statistical purposes:**

**Gender:** Male  Female  Transgender

**Race:** 1 – White  2 – Black/African American   
3 – American Indian/Alaska Native  4 – Asian/Pacific Islander

**Ethnicity:** 1 - Hispanic  2 - Not Hispanic

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Form of Non-Collusive Affidavit”**

(This Form must be fully completed and placed under Tab No. 4 of the “hard copy” tabbed bid submittal.)

**ATTACHMENT E**

**(behind this page)**

# ATTACHMENT E

## FORM OF NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

\_\_\_\_\_ ,  
being first sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought-by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Riverside or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder is:



A Corporation



A Partnership



An Individual

\_\_\_\_\_  
Signature of Bidder

Printed Name \_\_\_\_\_

Printed Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_.



**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**ATTACHMENT F - CONTRACTOR DESIGNATION FORM**

**THIS TWO (2) PAGE FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR**

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(1) General/Prime \_\_\_\_\_ Sub-contractor<sup>1</sup> \_\_\_\_\_ (This 2-page Form must be completed by each General and Sub-Contractor.)

(2) IF NO SUBCONTRACTORS WILL BE UTILIZED, PLEASE CHECK THE FOLLOWING BOX No  Initials \_\_\_\_\_  
"NO SUBCONTRACTORS - PRIME CONTRACTOR INTENDS TO PERFORM ALL WORK DETAILED IN THIS IFB"

(3) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(4) Street Address, City, State, Zip: \_\_\_\_\_

(5) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%       Public-Held Corporation \_\_\_\_\_%       Government Agency \_\_\_\_\_%       Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%     African American \_\_\_\_\_%     \*\*Native American \_\_\_\_\_%     Hispanic American \_\_\_\_\_%     Asian/Pacific American \_\_\_\_\_%     Hasidic Jew \_\_\_\_\_%     Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     Woman-Owned (Caucasian) \_\_\_\_\_%     Disabled Veteran \_\_\_\_\_%     Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_ Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(9) Federal Tax ID No.: \_\_\_\_\_ (10) County of Riverside Business License No.: \_\_\_\_\_

(11) Contractor's State Licensing Board No.: \_\_\_\_\_ D.I.R. Registration No.: \_\_\_\_\_

Portion (Type) of Work: \_\_\_\_\_

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**CONTRACTOR DESIGNATION FORM – (ATTACHMENT F) - CONTINUED**

***THIS FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR***

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(12) Has your firm or any member of your firm been a part to litigation with a public entity?  
Yes  No  Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?  
Yes  No  Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?  
Yes  No  Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?  
Yes  No  Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?  
Yes  No  Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the lawsuit.

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?  
Yes  No  Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the matter.

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?  
Yes  No  Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACR?  
Yes  No  Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(20) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Yes  No  Initials \_\_\_\_\_

(21) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACR discovers that any information entered herein is false, that shall entitle HACR to not consider nor make award or to cancel any award with the undersigned party.

Yes  No  Initials \_\_\_\_\_

\_\_\_\_\_  
Signature                      Date                      Printed Name & Title                      Company

***<sup>1</sup> In compliance with Sections 4100-4114 of the Public Contract Code, the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid, and the portion of the work to be performed by that subcontractor.***



**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Equal Employment Opportunity Certification Form”**  
(This Form must be fully completed and placed under Tab No. 6 of the “hard copy” tabbed bid submittal.)

**ATTACHMENT G**

(behind this page)

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Form HUD 50071”**

(This Form must be fully completed and placed under Tab No. 7 of the “hard copy” tabbed bid submittal.)

**ATTACHMENT H**

**(behind this page)**

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

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Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Federally Required Forms for CDBG Projects”**  
(This Form must be fully completed and placed under Tab No. 8 of the “hard copy” tabbed bid submittal)

**ATTACHMENT I**

**(behind this page)**

County of Riverside  
Housing & Workforce Solutions (HWS)

**SPECIAL FEDERAL PROVISIONS**

CONSTRUCTION BID DOCUMENT

**Projects Over \$200,000**

**Community Development Block Grant  
Construction Activities**

**Last Date of Revision: April 2023**



## **SPECIAL FEDERAL PROVISIONS DOCUMENT INDEX**

### **General Information**

1. General Summary
  2. Hold Harmless Clause and Additional Insured-Insurance Requirements
  3. B-1 Federal Labor Standards Provisions (HUD 4010)
  4. B-2 Federal Prevailing Wage Decision (CA \_\_\_\_\_ Mod. \_\_\_\_\_)
  5. B-3 Project Sign (SAMPLE)
  6. B-5 County of Riverside Section 3 Affirmative Action Policy (Applicable for Projects \$200,000 or more)
  7. Additional Federal Requirements
- 

### **Bid Forms**

8. B-4 Certification of Bidder Regarding Non-segregated Facilities (Required for all Projects)
9. B-6 Bidder's Certification for Section 3 Compliance (Required for Projects \$200,000 or more)
10. B-6(SUB) Subcontractor Certification for Section 3 Compliance (Required for Projects \$200,000 or more)
11. B-7 Bidder's Certification on Federal Contract Requirements (Required for all Projects)
12. B-8 Questionnaire Regarding Bidders (Required for all Projects)
13. B-9 List of Subcontractors and Suppliers (Required for all Projects)

#### **Must be completed by all Subcontractors**

14. B-10 Subcontractor Certification for Section 3 Compliance (Required for Projects \$200,000 or more)
- 

### **Post-Award Forms**

15. PA-1 Performance Bond (100% of contract price) (Required for Projects \$200,000 or more)
16. PA-2 Payment Bond (Required for Projects \$200,000 or more)
17. PA-3 Subcontractor Questionnaire (Required for all Projects)
18. PA-4 Subcontractor Certification Regarding Non-segregated Facilities (Required for all Projects)
19. PA-5 Section 3 Summary Report (Required for Projects \$200,000 or more)
20. PA-6 Davis-Bacon Classifications and Pay Rates (Required for all Projects)

## GENERAL SUMMARY

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in their entirety.

1. The Contractor and the Subcontractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barriers Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Subcontractor(s) shall allow all authorized Federal, State Comptroller, and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All relevant records must be retained for at least four years.
3. The Contractor and the Subcontractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
4. The Contractor and the Subcontractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
5. The Contractor and the Subcontractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant thereto and any amendment thereof.
6. The Contractor and the Subcontractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.
7. For projects \$200,000 or over, the Contractor and the Subcontractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 92-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
8. For projects \$2,000 or over, the Contractor and the Subcontractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, Exhibit B-1 and B-2 entitled “Federal Labor Standards Provisions” and “Federal Prevailing Wage Decision” respectively are herewith attached.
9. The Contractor and Subcontractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. Exhibit B-1 contains the key provisions of the said act.

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Subcontractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Department of Housing & Workforce Solutions and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor must complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4** and submit with the bid.
14. Wherever applicable, the Contractor and the Subcontractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$200,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**.)
16. The Contractor and the Subcontractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 135) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Subcontractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**. The Contractor must submit **Exhibit B-6**, for all projects over \$200,000, as part of the bid package.
17. The Contractor must submit the attached, **Exhibit B-7**, certification that "he/she fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects", as part of the bid package.

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.
19. For projects \$200,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment **Exhibit B-6 and B-6 Sub** entitled, "Contractor Certification for Affirmative Action," and submit with bid for all projects \$200,000 and over.
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Contractor must submit Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 as part of the bid package. These forms are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.
23. The Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [ 53 FR 8068,8087, Mar. 11, 1988, as amended at 60 FR 19639,19642, April 19, 1995]
24. Contractor must comply with awarding agency (HUD) requirements and regulations pertaining to copyrights and rights in data.
25. Contractor will comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
26. Contractor will comply with notice of awarding agency requirements and regulations pertaining to reporting.

## **HOLD HARMLESS CLAUSE/INSURANCE REQUIREMENTS**

The following County of Riverside Hold Harmless and Insurance provisions herewith become binding on the contractor(s) in their entirety.

### HOLD HARMLESS/INDEMNIFICATION

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

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

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

### INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

**D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS)** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**E. General Insurance Provisions- All Lines:**

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

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon

notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. g) The insurance requirements contained in this agreement may be met with a program(s) of self-insurance acceptable to the County.

EXHIBIT B-1

**HUD-4010  
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)



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

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

#### **(4) Apprentices and Trainees.**

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by**

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

**B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require

or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to

the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

**C. HEALTH AND SAFETY**

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

**(1)** No laborer or mechanic shall be required to

work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**FEDERAL PREVAILING WAGE DECISION**

(CA \_\_\_\_\_ mod. \_\_\_\_\_ )  
Insert most recent, (10 days prior to bid opening) wage decision at this point.

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

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

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

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

**OBTAINING WAGE DETERMINATIONS**

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

INSERT PREVAILING WAGE HERE

**PROJECT SIGN**

(For Community Development Block Grant Funded Projects)

**Required for all Projects \$25,000 or over**

(4' X 8')

[Contact HWS for City CDBG Funded Project]

**COUNTY OF RIVERSIDE  
DEPARTMENT OF HOUSING & WORKFORCE SOLUTIONS**

**SUPERVISOR V. MANUEL PEREZ**

**4th DISTRICT**



**Project Name**

\$ \_\_\_\_\_

City of \_\_\_\_\_

*Figure 1 Change to your  
City's Logo*



Supervisor S. Manuel Perez

**(NAME)  
CONTRACTOR**

**(NAME)  
ENGINEER/ARCHITECT**

**FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER  
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN  
DEVELOPMENT ACT OF 1968, AS AMENDED**



## **Additional Federal Requirements**

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

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

2. ***Copeland "Anti-Kickback" Act*** (*18 U.S.C. 874 and 40 U.S.C. 276c*): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** (*40 U.S.C. 276a to a-7*): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)***: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

7. ***Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)***, as amended—Contracts and subgrants of amounts in excess of \$200,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)***— Contractors who apply or bid for an award of \$200,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

9. ***Debarment and Suspension (E.O.s 12549 and 12689)***—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of

parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

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

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

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

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

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

The above named Bidder hereby certifies that:

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

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

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

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

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## AFFIRMATIVE ACTION POLICY STATEMENT

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The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low-income persons residing within Section 3 project areas.
2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 75)*.
4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

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## II DEFINITION OF TERMS

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1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

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## III SPECIFIC AFFIRMATIVE ACTION STEPS

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In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
2. Goals (in percentage) relative to utilization of lower income persons in project area.
3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.



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## IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

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In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
  2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
  3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.
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## V PROGRAM EVALUATION

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Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

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## VI COMPLAINT PROCEDURE

### **Who may file a complaint?**

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or

- contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;
2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

### **Where to file a complaint?**

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

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Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Department of Housing & Workforce Solutions  
CDBG Program Administrator - Section 3 Program  
3403 10<sup>th</sup> Street, Suite 300  
Riverside, CA 92501

**(951) 955-5933**

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

Project Title: \_\_\_\_\_ Amount of Bid: \_\_\_\_\_

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

**I. Employment Opportunities**

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

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and HUD Section 3 Opportunity Portal. \_\_\_\_\_ **Initial Here**  
at: <https://hudapps.hud.gov/OpportunityPortal/>
- b. Forward to the Department of Housing & Workforce Solutions all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing & Workforce Solutions. \_\_\_\_\_ **Initial Here**
- c. Present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.  
\_\_\_\_\_ **Initial Here**
- d. Notify Section 3 Coordinator of contractor interests regarding employment of Section 3 workers prior to hiring. \_\_\_\_\_ **Initial Here**
- e. Submit a list of core employees (including administrative, clerical, planning, and other positions pertinent to the construction trades) at the time of contact award. \_\_\_\_\_ **Initial Here**
- f. Post available positions and advertise job Section 3 workers openings at: [www.rivcojobs.org](http://www.rivcojobs.org)  
\_\_\_\_\_ **Initial Here**
- g. Sign the Section 3 Plan. **Initial Here** \_\_\_\_\_
- h. Complete your proposed workforce plan for this project below.

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

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**

**II. Subcontracting Opportunities**

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

\_\_\_\_\_ **Initial Here**

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

\_\_\_\_\_ **Initial Here**

i. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and HUD Section 3 Opportunity Portal at: <https://hudapps.hud.gov/OpportunityPortal/> \_\_\_\_\_ **Initial Here**

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

\_\_\_\_\_ **Initial Here**

k. Present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.

\_\_\_\_\_ **Initial Here**

l. Notify Section 3 Coordinator of contractor interests regarding employment of Section 3 workers prior to hiring. \_\_\_\_\_ **Initial Here**

m. Submit a list of core employees (including administrative, clerical, planning, and other positions pertinent to the construction trades) at the time of contact award. \_\_\_\_\_ **Initial Here**

n. Post available positions and advertise job Section 3 workers openings at: [www.rivcojobs.org](http://www.rivcojobs.org)

\_\_\_\_\_ **Initial Here**

**Complete your Subcontracting Plan for this project below:**

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

\* Add additional sheets if necessary

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

**MUST BE COMPLETED BY ALL SUBCONTRACTORS**

(Housing and Community Development Act of 1968)

Project Title: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Contractor/Bidder: \_\_\_\_\_

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

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

\_\_\_\_\_  
Initial Here

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

\_\_\_\_\_  
Initial Here

**Complete your proposed workforce plan for this project below:**

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

Subcontractor (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: \_\_\_\_\_

**CERTIFICATION:**

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

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2022); and
1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
2. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Type Name)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
\_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Bid \$** \_\_\_\_\_

**California Contractor's License No.:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_ or **CAGE Code:** \_\_\_\_\_

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

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

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

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

- Woman/Female owned                       Male owned

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

- Section 3 Business concern                       Non-Section 3 Business concern

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

**LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

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

# **POST CONTRACT AWARD FORMS**

**PERFORMANCE BOND**

Recitals: 1. \_\_\_\_\_  
(contractor)

has entered into an Agreement dated \_\_\_\_\_ with \_\_\_\_\_  
\_\_\_\_\_ for construction of public work known as

\_\_\_\_\_  
(Project)

2. \_\_\_\_\_, a

\_\_\_\_\_ corporation (Surety), is the Surety under this Bond Agreement:

We, Contractor, as Principal, and Surety, jointly and severally agree, state, and are bound unto Owner, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the project of \$ \_\_\_\_\_ and insures to the benefit of Owner.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received. Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Document or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_  
Date

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Type Name \_\_\_\_\_  
Its Attorney in Fact "Surety"

Title \_\_\_\_\_  
Contractor

Note: This Bond must be executed by both parties with corporate seal affected. All signatures must be acknowledged. (Attach acknowledgements)

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are \_\_\_\_\_ as

Principal and Original Contractor and \_\_\_\_\_, a

corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in

conjunction with that certain public works contract dated \_\_\_\_\_

between Principal and \_\_\_\_\_ a

public entity, as Owner; for the BOND is one hundred percent (100%) of said sum. Said contract is

for public work generally consisting of \_\_\_\_\_

The beneficiaries of this Bond are as is stated in 3248 of Civil Code and the requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, prepayment under said contract

Dated \_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_ By \_\_\_\_\_  
Surety

By \_\_\_\_\_ Title \_\_\_\_\_  
(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ) SS SURETY'S ACKNOWLEDGMENT

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_

known to me to be the person whose name is subscribed to the within the instrument as attorney in

fact of \_\_\_\_\_, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

\_\_\_\_\_  
Notary Public (Seal)

Riverside County Counsel

Approved Form 1-9-74

<b>SUBCONTRACTOR QUESTIONNAIRE</b>
------------------------------------

Subcontractor has been engaged in the contracting business under the present name of:

\_\_\_\_\_, since  
 \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Subcontract \$** \_\_\_\_\_

**State of California Contractor's License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

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

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

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

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

- Woman/Female owned                       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern                       Non-Section 3 Business concern

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

**DEPARTMENT OF HOUSING & WORKFORCE SOLUTIONS**

HWS Use Only Project Name: _____ File # _____
---

**CDBG / ESG / HOME PROGRAMS Contractor / Sub-Contractor Questionnaire**

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBE) goals.

**Privacy Act Notice** = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

**Project Name:** \_\_\_\_\_

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial / Ethnic (see below)	Type of Business 1-9	Woman Owned Business (Y or N)	Prime Contractor Identification (ID) Number	Subcontractor Identification (ID) Number	Sec. 3 (Y or N)	Contact Person	Contractor / Subcontractor Name and Address				
								Name State	Street	City		

**Racial / Ethnic Codes:**

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian / Pacific Americans
- 6 = Hasidic Jews

**Type of Business / Trade Codes**

- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Repair
- 5 = Project Management
- 6 = Professional
- 7 = Tenant Services
- 8 = Education Training
- 9 = Arch / Eng Appraisal
- 0 = Other

**Section 3: Yes / No**

A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CERTIFICATION OF SUBCONTRACTOR  
REGARDING NONSEGREGATED FACILITIES**

Project Name:

Name of Subcontractor:

Name of General Contractor:

The above named Subcontractor hereby certifies that:

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

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SECTION 3 SUMMARY REPORT**

**EXHIBIT PA-5**

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
<b>CONSTRUCTION BY TRADE</b>				
<b>TRADE</b>				
<b>TRADE</b>				
<b>TRADE</b>				
<b>TRADE</b>				
<b>TRADE</b>				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families ( including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

**CDBG PROJECT LABOR CLASSIFICATION SURVEY**

PROJECT NAME: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

**CLASSIFICATIONS**

BRICKLAYER \_\_\_\_\_ LABORERS: GROUP 1 \_\_\_\_\_

CARPENTERS \_\_\_\_\_ GROUP 2 \_\_\_\_\_

CEMENT MASONS \_\_\_\_\_ GROUP 3 \_\_\_\_\_

DRYWALL HANGERS \_\_\_\_\_ GROUP 4 \_\_\_\_\_

ELECTRICIANS \_\_\_\_\_ GROUP 5 \_\_\_\_\_

IRON WORKERS \_\_\_\_\_ POWER EQUIPMENT OPERATORS

PAINTERS \_\_\_\_\_ GROUPS 1 – 21 \_\_\_\_\_

PLUMBERS \_\_\_\_\_ \_\_\_\_\_

ROOFERS \_\_\_\_\_ \_\_\_\_\_

SHEET METAL WORKERS \_\_\_\_\_ TRUCK DRIVERS

SOFT FLOOR LAYERS \_\_\_\_\_ GROUPS 1-11 \_\_\_\_\_

TILE LAYERS \_\_\_\_\_ \_\_\_\_\_

LANDSCAPE / IRRIGATION  
FITTERS \_\_\_\_\_

LABORERS – STRIPPING \_\_\_\_\_

PLASTERER \_\_\_\_\_

OTHERS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL CLASSIFICATIONS  
(Must be approved by HUD and DOL)**

**CLASSIFICATIONS**

**PA-6 (Continued)**

<b>PROJECT NAME:</b>			<b>WAGE DECISION NUMBER/MODIFICATION NUMBER:</b>			
<b>PROJECT NUMBER:</b>			<b>PROJECT COUNTY:</b>			
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE (BHR)</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>LABORERS FRINGE BENEFITS:</b>		<b>\$ TOTAL WAGE</b>
				<b>GROUP #</b>	<b>BHR</b>	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	<b>OPERATORS FRINGE BENEFITS:</b>		\$
Plumbers			\$	<b>GROUP #</b>	<b>BHR</b>	<b>TOTAL WAGE</b>
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	<b>TRUCK DRIVERS FRINGE BENEFITS:</b>		\$
<b>OTHER CLASSIFICATIONS</b>				<b>GROUP #</b>	<b>BHR</b>	<b>TOTAL WAGE</b>
			\$			\$
			\$			\$
			\$			\$
<b>ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)</b>						
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>DATE OF HUD SUBMISSION TO DOL</b>		<b>DATE OF DOL APPROVAL</b>
			\$			
			\$			
			\$			
			\$			

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Form HUD-5370”**

**ATTACHMENT J**

**(behind this page)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

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

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Form HUD-5369 & 5369-A”**

**ATTACHMENT K**

**(behind this page)**

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including



corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Directions for Preparation of Performance and Payment Bond”**

**ATTACHMENT L**

**(Only for the Apparent Low Bidder!)**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it shall appear in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the notice of award.
9. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
  - a. Subsequent to the Notice of Intent to Award and within 10 days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

**INVITATION FOR BIDS (IFB) NO. 2023-001**  
**APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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- b. On each such bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to each bond.
  
- c. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may designate, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

Bonding assistance to small construction contractors is authorized by Section 911 of the Housing and Urban Development Act of 1970. The Act authorizes the Small Business Administration to provide a 90% guarantee on contracts of \$1,000,000 or below to any surety company which will provide bid, payment, or performance bonds to the small construction contractor. This "Bonding Assistance" will help the small construction contractor obtain bonding but will not affect bonding rates. The Contractor will pay 100% of the bonding costs for the amount bid. No contract will be executed without the required bonding. The cost of the performance and payment bonds shall be included in the bid price.

*These Directions are for the general guidance of the bidder/contractor and are not all-inclusive. It is the responsibility of the bidder/contractor to be familiar with all the bidding and contract requirements and the filling out of their documents.*

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“Davis Bacon General Wage Determination”**

**ATTACHMENT M**

**(behind this page)**



"General Decision Number: CA20230017 07/14/2023"

Superseded General Decision Number: CA20220017

State: California

Construction Type: Residential

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

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single-family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract is entered into on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023

**INVITATION FOR BIDS (IFB) NO. 2023-001  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

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**“HACR Sample Contract”**

**ATTACHMENT N**

**(behind this page)**



- 1 3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
- 2 4. Bid Proposal, including:
  - 3 a. Form of Bid or Form of Quote, as applicable.
  - 4 b. Non-Collusive Affidavit
  - 5 c. Designation of Subcontractors
- 6 5. Payment and Performance Bonds
- 7 6. Davis-Bacon Prevailing Wage Decision No. \_\_\_\_\_
- 8 7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370
- 9 (11/2006)
- 10 8. Supplemental General Conditions
- 11 9. Drawings and photographs
- 12 10. Specifications
- 13 11. Addenda

## ARTICLE 2

### STATEMENT OF PROJECT WORK

#### 2.1 Scope of Services

17 CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all  
18 Work for the PROJECT identified as \_\_\_\_\_,  
19 for OWNER. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

20 2.1.1. The full scope of Work is described in the Contract Documents and more specifically in  
21 the approved plans and specifications.

22 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda  
23 thereto and the drawings included therein, all as prepared by OWNER.

#### 2.2 Site Conditions

25 Data provided in the specifications and drawings are believed to depict the conditions to be encountered  
26 by the CONTRACTOR, but OWNER does not guarantee such data as being all-inclusive or complete in  
27 every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all  
28

1 investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S  
2 submission of its bid and execution of this Contract constitutes its representation, acknowledgement and  
3 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful  
4 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided  
5 by OWNER prior to bid closing concerning the PROJECT, site or existing improvements; the visible  
6 conditions at the site and its surroundings, visible conditions of existing improvements and their existing  
7 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently  
8 under construction; and all information concerning visible and concealed conditions above and below the  
9 surface of the ground at the site and in existing improvements, including without limitation, surveys,  
10 reports, data, as-built drawings of existing improvements and utility sources, that was either provided by  
11 OWNER to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public  
12 records.

### 13 **ARTICLE 3**

#### 14 **TIME OF COMMENCEMENT AND COMPLETION**

##### 15 3.1 Time for Completion

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

##### 21 3.2 Liquidated Damages

22 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the  
23 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370  
24 Clause No. 32), the CONTRACTOR shall pay to OWNER as liquidated damages, the sum of  
25 \_\_\_\_\_ for each day of delay. If different completion dates are specified in  
26 the Contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed  
27 on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or  
28

1 nonperformance is excused under another clause in this Contract, liquidated damages shall not be due  
2 OWNER. The CONTRACTOR remains liable for damages caused other than by delay.

3 3.2.2 If OWNER terminates the CONTRACTOR'S right to proceed, the resulting damage will  
4 consist of liquidated damages until such reasonable time as may be required for final completion of the  
5 PROJECT together with any increased costs occasioned OWNER in completing the PROJECT.

6 3.2.3 If OWNER does not terminate the CONTRACTOR'S right to proceed, the resulting  
7 damage will consist of liquidated damages until the PROJECT is completed or accepted.

#### 8 **ARTICLE 4**

#### 9 **CONTRACT SUM**

10 4.1 OWNER shall pay the CONTRACTOR for the performance of the Work, subject to the additions  
11 and/or deductions by Change Order(s) as provided in the Contract, the sum of \$\_\_\_\_\_

12 (Contract Sum).  
13 The CONTRACTOR exceeds the Contract Sum amount at his/her own risk. The CONTRACTOR  
14 is under no obligation to provide additional services that would cause the CONTRACTOR's fees to  
15 exceed the Contract Sum without prior revision of this amount by written change order.

16 4.1.1 All construction contracts for construction, alternation, or repair (including painting and  
17 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall  
18 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR  
19 represents and warrants that s/he shall pay her/his employees and all individuals performing Work, not  
20 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).  
21 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is  
22 available from OWNER. CONTRACTOR shall abide by the Federal Labor Standards Provisions (HUD-  
23 5370 Clause No. 46).

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

1 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself  
2 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this  
3 Contract.

#### 4 **ARTICLE 5**

#### 5 **PROGRESS PAYMENTS**

6 5.1 Based upon applications for payment submitted by the CONTRACTOR to OWNER, and  
7 certificates for payment issued by the Architect/Consultant, if any, OWNER shall make progress  
8 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions  
9 of the Construction Documents.

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

#### 15 **ARTICLE 6**

#### 16 **INDEMNIFICATION AND HOLD HARMLESS**

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

26 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
27 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the  
28

1 right to adjust, settle, or compromise any such action or claim without the prior consent of OWNER;  
2 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits  
3 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

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

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

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

## 13 **ARTICLE 7**

### 14 **INSURANCE**

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

#### 22 7.1.1. Workers' Compensation:

23 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall  
24 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
25 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease  
26 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
27 subrogation in favor of OWNER.  
28



1           7.1.2 Commercial General Liability:

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

9           7.1.3 Vehicle Liability:

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

15           7.1.4 Course of Construction Insurance:

16 During the full term of construction, CONTRACTOR shall purchase and maintain or cause to be  
17 maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood  
18 for the entire PROJECT, if applicable, including coverage for materials and supplies located on and  
19 offsite but to be part of, or used in the construction of, the completed PROJECT. Policy shall also include  
20 as insured property, scaffolding, falsework, and temporary buildings located on the PROJECT site, and  
21 the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and  
22 temporary buildings separately, evidence of such separate coverage shall be provided to OWNER prior to  
23 the start of the work. The Course of Construction coverage limit of insurance shall equal or exceed the  
24 highest values exposed to loss at any one time during the project term. Policy shall waive subrogation in  
25 favor of all of OWNER, Agencies, Districts, Special Districts, and Departments of the County of  
26 Riverside, their respective directors, officers, Board of Commissioners, Board of Supervisors, employees,  
27 elected or appointed officials, agents or representatives.  
28

1           7.1.5 General Insurance Provisions - All lines:

- 2           1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
3           of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
4           requirements are waived, in writing, by the County Risk Manager acting as Risk Manager  
5           for OWNER. If the County's Risk Manager waives a requirement for a particular insurer  
6           such waiver is only valid for that specific insurer and only for one policy term.
- 7           2) The CONTRACTOR must declare its insurance self-insured retention for each coverage  
8           required herein. If any such self-insured retention exceed \$500,000 per occurrence each  
9           such retention shall have the prior written consent of the County Risk Manager before the  
10          commencement of operations under this Agreement. Upon notification of self-insured  
11          retention unacceptable to OWNER, and at the election of the Country's Risk Manager,  
12          CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention  
13          as respects this Agreement with OWNER, or 2) procure a bond which guarantees payment  
14          of losses and related investigations, claims administration, and defense costs and expenses.
- 15          3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish OWNER  
16          with either 1) a properly executed original Certificate(s) of Insurance and certified original  
17          copies of Endorsements effecting coverage as required herein, and 2) if requested to do so  
18          orally or in writing by the County Risk Manager, provide original Certified copies of  
19          policies including all Endorsements and all attachments thereto, showing such insurance is  
20          in full force and effect. Further, said Certificate(s) and policies of insurance shall contain  
21          the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to  
22          OWNER prior to any material modification, cancellation, expiration or reduction in  
23          coverage of such insurance. In the event of a material modification, cancellation,  
24          expiration, or reduction in coverage, this Contract shall terminate forthwith, unless  
25          OWNER receives, prior to such effective date, another properly executed original  
26          Certificate of Insurance and original copies of endorsements or certified original policies,  
27          including all endorsements and attachments thereto evidencing coverage's set forth herein  
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1 and the insurance required herein is in full force and effect. *CONTRACTOR shall not*  
2 *commence operations until the OWNER has been furnished original Certificate (s) of*  
3 *Insurance and certified original copies of endorsements and if requested, certified original*  
4 *policies of insurance including all endorsements and any and all other attachments as*  
5 *required in this Section, showing that such insurance is in full force and effect. An*  
6 *individual authorized by the insurance carrier to do so on its behalf shall sign the original*  
7 *endorsements for each policy and the Certificate of Insurance.*

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

12 5) If, during the term of this Contract or any extension thereof, there is a material change in the  
13 scope of services; or, there is a material change in the equipment to be used in the  
14 performance of the scope of work; or, the term of this Contract, including any extensions  
15 thereof, exceeds five (5) years; the OWNER reserves the right to adjust the types of  
16 insurance and the monetary limits of liability required under this Construction Agreement,  
17 if in the County Risk Manager's reasonable judgment, the amount or type of insurance  
18 carried by the CONTRACTOR has become inadequate.

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

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

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

25 **ARTICLE 8**

26 **PROJECT CLOSEOUT**

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

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

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

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

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

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

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

25 **ARTICLE 9**

26 **APPLICABLE LAWS AND REGULATIONS**

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1 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,  
2 HUD, OWNER and the CONTRACTOR each agree to comply with the following provisions:

3 9.1.1 Executive Order 11246.

4 For all construction contracts awarded in excess of \$10,000, CONTRACTOR hereby agrees to comply  
5 with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as  
6 amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor  
7 Regulations (41 CFR Chapter 60).

8 9.1.2 Copeland "Anti-Kickback Act"

9 For all construction or repair contracts awarded, CONTRACTOR hereby agrees to comply with the  
10 Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29  
11 CFR Part 3).

12 9.1.3 Davis-Bacon Act

13 For all construction contracts in excess of \$2,000, when required by Federal Grant Program legislation,  
14 CONTRACTOR hereby agrees to comply with the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as  
15 supplemented in Department of Labor Regulations (29 CFR Part 5). A prevailing wage rate including  
16 basic hourly rate and any fringe benefits) determined under State law shall be inapplicable to a contract or  
17 OWNER performed work item for the development, maintenance, and modernization of a project (24  
18 CFR Part 965.101).

19 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

20 For all construction contracts awarded by OWNER in excess of \$2,000, and for other contracts which  
21 involve the employment of mechanics or laborers awarded in excess of \$2,500, CONTRACTOR agrees to  
22 comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as  
23 supplemented in Department of Labor Regulations (29 CFR Part 5).

24 9.1.5 Clean Air Act.

25 For all contracts in excess of \$100,000, the CONTRACTOR hereby agrees to comply with all applicable  
26 standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h),  
27  
28

1 Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental  
2 Protection Agency regulations (40 CFR 15).

3 9.1.6 Energy Policy and Conservation Act.

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

7 9.1.7 Labor Code Section 1861 Certification

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

13 9.1.8 Government Standards.

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

21 **ARTICLE 10**

22 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

23 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and  
24 makes the following assurances, where applicable:

25 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action  
26 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

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1           10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the  
2 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,  
3 denied the benefits of, or subjected to, discrimination under any program or activity which receives  
4 federal financial assistance. OWNER hereby extends this requirement to CONTRACTOR and its  
5 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are  
6 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.  
7 seq.).

8           10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the  
9 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from  
10 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage  
11 services, including in any way making unavailable or denying a dwelling to any person because of race,  
12 color, religion, sex or national origin. Pursuant to this statute, OWNER requires that CONTRACTOR  
13 administer all programs and activities, which are related to housing and community development, in such  
14 a manner as affirmatively to further fair housing.

15           10.1.4 Age Discrimination Act of 1975.

16           10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

17           10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and  
18 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

19           10.1.7 That the funds provided by OWNER and HUD hereunder shall not be used, directly or  
20 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or  
21 ineligible contractor.

22           10.1.8 That none of the personnel who are employed in the administration of the WORK required  
23 by this Contract shall, in any way or to any extent, be engaged in conduct of political activities in  
24 violation of Title V, Chapter 15, of the United States Code.

25           10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
26 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
27 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
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1 provision of law and each clause, which is required by law to be inserted into this CONTRACT, shall be  
2 deemed to have been inserted herein, and this Contract shall be read and enforced as though such  
3 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such  
4 provision is not inserted or is inserted incorrectly, this Contract shall forthwith be physically amended to  
5 make such insertion or correction upon the application of either part.

## 6 **ARTICLE 11**

### 7 **HUD SECTION 3 REQUIREMENTS**

8 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
9 included as a part of this Contract.

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

15 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which  
16 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that  
17 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the  
18 Part 135 regulations.

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

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1 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to  
2 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an  
3 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is  
4 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any  
5 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found  
6 in violation of the regulations in 24 CFR Part 135.

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

12 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,  
13 termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

14 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing  
15 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)  
16 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest  
17 extent feasible, (i) preference and opportunities for training and employment shall be given to Indians,  
18 and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and  
19 Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section  
20 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation  
21 of compliance with section 7(b).

## 22 **ARTICLE 12**

### 23 **BREACH AND TERMINATION**

24 12.1 Waiver by OWNER of any breach of this Contract shall not constitute a waiver of any other  
25 breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of  
26 defective work or improper materials.  
27  
28

1 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions  
2 Clause 32 and 34.

3 12.3 In addition to any right of termination reserved to OWNER by Clause 32 or 34 of HUD 5370  
4 General Conditions, OWNER may terminate this Contract if the CONTRACTOR is adjudged bankrupt, a  
5 receiver is appointed because of the CONTRACTOR'S insolvency, or the CONTRACTOR makes a  
6 general assignment for the benefit of his/her creditors, fails to make prompt payment to subcontractor(s),  
7 or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public  
8 authority having jurisdiction, fails to construct the PROJECT in accordance with the Drawings and  
9 Specifications, or otherwise substantially violates any provision of the Contract Documents.

10 12.3 OWNER shall give the CONTRACTOR and his surety five (5) days written notice prior to  
11 terminating this Contract pursuant to this section, provided however, that the CONTRACTOR shall, upon  
12 receipt of such notice, immediately stop the installation of improvements or other permanent construction  
13 work encompassing part of the PROJECT. Upon termination, OWNER may take possession of the  
14 PROJECT and all materials, equipment, tools and construction equipment and machinery owned by the  
15 CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever method it  
16 may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further  
17 payment under this Contract.

18 12.4 OWNER shall not be deemed to have waived any of its other rights or remedies against the  
19 CONTRACTOR by exercising its right of termination under this section.

20 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a  
21 right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the  
22 County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for  
23 a change of venue in such proceedings to any other county.

24 **ARTICLE 13**

25 **MISCELLANEOUS PROVISIONS**

26 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and  
27 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any  
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1 provisions of this Contract are at variance with any such rule, law, regulation, ordinance or order, he/she  
2 shall promptly give notice in writing to OWNER of such variance.

3 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the  
4 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete  
5 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any  
6 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,  
7 may at the option of OWNER, be canceled and ordered from another source, if, in the opinion of the  
8 Contracting Officer, it is in the best interests of OWNER to do so.

9 13.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences,  
10 clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or  
11 section of this Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment  
12 or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall  
13 not affect any of the remaining clauses, sentences, paragraphs and sections of this Contract.

14 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the  
15 General Conditions shall prevail. In the event of duplication of provisions between the HUD 5370  
16 General Conditions and the Supplemental General Conditions, the most stringent provision shall prevail.  
17 In the event of a conflict between the Contract and any applicable state or local law or regulation, the state  
18 or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict  
19 with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such  
20 a conflict, applicable federal law, regulation, and Executive Order shall prevail.

21 13.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have  
22 the authority to execute this Contract on behalf of each respective Party and further warrant and represent  
23 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

24  
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1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to  
2 execute this Construction Contract this \_\_\_\_ day of \_\_\_\_\_, 2018.

3 (to be filled in by Clerk of the Board)

4  
5  
6 **Riverside Community Housing Corp.**

**Contractor**

7  
8 \_\_\_\_\_  
9 John A. Tavaglione, Chairman  
10 Board of Commissioners

\_\_\_\_\_

By:  
Its:  
License #

11  
12 **Attest:**  
13 Kecia Harper-Ihem  
14 Clerk of the Board

15 \_\_\_\_\_  
16 Deputy

17 **Approved As To Form:**  
18 Gregory P. Priamos  
19 County Counsel

20 \_\_\_\_\_  
21 Marsha Victor, Chief Deputy County Counsel  
22  
23  
24  
25  
26  
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