



HWS HOUSING AND
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INVITATION FOR BIDS (IFB) NO. 2021-003

**DEMOLITION PROJECT
AT THE OASIS MOBILE HOME PARK
TORRES MARTINEZ DESERT CAHUILLA TRIBAL LAND
(ALLOTTED AND FEE)
WITHIN RIVERSIDE COUNTY**

**Housing and Workforce Solutions (HWS)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

IFB INFORMATION AT A GLANCE

HWS CONTACT PERSON:	George Eliseo gceliseo@rivco.org (951) 955-6405 (office) (951) 688-6873 (fax)
HOW TO OBTAIN THE IFB DOCUMENTS:	1. Access http://www.harivco.org/ 2. Select the "Vendors/Contractors" Page 3. Scroll down and download IFB NO. 2021-003 DEMOLITION PROJECT AT OASIS MHP 4. Download and save the IFB to your computer.
IFB RELEASE DATE:	Thursday, June 8th, 2023
PRE-BID CONFERENCE: (JOB WALK) <i>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.</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).	Tuesday, June 20th, 2023 at 11:00 AM
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFI's)	Friday, June 23rd, 2023 at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	Thursday, July 6th, 2023 at 2:00 PM 5555 Arlington Avenue Riverside, CA 92504 Bids shall be delivered to Housing Authority of the County of Riverside, (HACR) on the 1st floor of its administrative building located at 5555 Arlington Avenue, Riverside, CA 92504; Attention: George Eliseo. Bids shall be promptly opened in public at said address.
NOTE: HWS reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!	Notices of any such decisions or modifications will be located at: www.harivco.org
This is a California Prevailing Wages Job	RESIDENTIAL DETERMINATION: R-102-X-16-2022-1

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

1.0 HWS' RESERVATION OF RIGHTS:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** HWS 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 HWS to be in its best interests.
- 1.2 Right to Not Award.** HWS reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** HWS 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.** HWS 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.** HWS reserves the right to require of bidder information regarding financial responsibility and viability or such other information as HWS determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** HWS reserves the right to retain all written bids submitted to HWS 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. HWS may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by HWS Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** HWS 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.** HWS 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.** HWS 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 and/or 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. HWS reserves the right to amend the contract any time prior to contract execution.
- 1.10 Right to Amend Prior to Award.** HWS 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 website at www.harivco.org and/or www.missionreproplanroom.com Such changes that are issued before the bid

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

submission deadline shall be binding upon all prospective bidders. HWS reserves the right to amend the contract any time prior to contract execution.

- 1.11 Right to Issue New Bids.** In the event HWS rejects all bids submitted, HWS 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.
- 1.12 Right to Cancel Award.** HWS 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.
- 1.13 Right to Revise Quantities.** HWS reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HWS under the following conditions:
- 1.13.1** Funding is not available;
 - 1.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 1.13.3** HWS' requirements in good faith change after the award of the contract.
 - 1.13.4 Right to Require Additional Information.** HWS 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 HWS.
- 1.14 Right to Require Accurate Timesheets.** HWS 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.
- 1.15 Right to Contact.** HWS 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.
- 1.16 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, HWS 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.
- 1.17 Right to Amend Prior to Contract Execution.** HWS reserves the right to amend the contract any time prior to contract execution.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

2.0 PROJECT OVERVIEW: The Riverside County Department of Housing and Workforce Solutions (HWS) is seeking bids from qualified, licensed, and bonded contractors to provide comprehensive demolition services for the demolition of all existing mobile homes, located at the Oasis Mobile Home Park. The Base Scope of Work is attached hereto as Exhibit B.

The selected Contractor shall furnish all labor, materials, and equipment necessary for deconstruction, demolition, disposal, abatement, and removal of all vacant mobile home units, including travel trailers, ancillary structures, or parts thereof, located within the Oasis Mobile Home Park. The demolition shall also include unpermitted room additions, patios, awnings, excessive trash, as well as the removal of trees blocking the removal of the mobile home(s).

Furthermore, the selected Contractor will properly remove and dispose of regulated hazardous materials including lead-based paint, asbestos containing materials and other environmentally regulated material shown or identified by lab reports. Finally, the selected Contractor shall identify the location of existing utilities and disconnect, cap, and secure the existing septic systems, water supply, gas piping, electrical service and other associated utilities servicing the units to be demolished.

NOTE: The approximate number of mobile home units ranges from 170-200.

2.1 Demolition Planning: The units to be demolished will be vacant, but adjacent units may be occupied by tenants during the demolition process. The Contractor **MUST** take this into account and plan accordingly.

2.2 GENERAL SPECIFICATIONS OF THE PROJECT:

2.3 The demolition work under this IFB shall be performed at the Oasis Mobile Home Park, located on Torres Martinez Desert Cahuilla Tribal Land, which is located within the County of Riverside, State of California. This Project shall include furnishing all labor, material, equipment, tools, supplies, services, and incidentals, and performing all work necessary for the successful completion of the Demolition Project, in strict conformance with this IFB, the Scope of Work, and all contract documents.

2.3.1 Singlewide mobile home with any excess trash/items left in the interior/exterior.

2.3.2 Doublewide mobile home with any excess trash/items left in the interior/exterior.

2.3.3 Travel Trailers with any excess trash/items left in the interior/exterior.

2.3.4 Removal of the following will be part of the abatement of each mobile home, on an as-needed basis: Including, but are not limited to the following:

- Porch Cover
- Aluminum and non-aluminum Carport/Awning(s)
- Room Addition(s)
- Excessive Trash/Debris
- Trees
- Wooden Structures
- Refrigerators and parts
- Washers
- Sofas

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

Engine Parts
Wood/Lumber
Other trash

- 2.3.5 Asbestos:** Asbestos reports to be performed as units are demolished. This may be done by the selected contractor, or a third party chosen by HWS.
- 2.3.6 Measurements:** The prospective bidder is responsible for all measurements. There are no existing plans, other than what has been provided in Attachment B.
- 2.3.7 Waste:** Ensure proper dumping of all waste and components from the site in an approved, legal landfill. Each site shall be cleared free of all debris at the completion of each job.
- 2.3.8 Barriers:** Provide barriers as required to prevent public entry to demolition areas and to protect existing facilities and adjacent properties from damage from demolition operations.
- 2.3.9 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.
- 2.3.10 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.

2.4 Work Order Procedure for Demolition/Abatement of Mobile Home/Units:

- 2.4.1** The demolition procedure for a specified mobile home unit shall be through a written work order, which shall include a description and location of the mobile home, travel trailers and/or incidentals that are located within the Oasis Mobile Home Park.
- 2.4.2** All mobile home, travel trailer, and/or incidentals shall be demolished, abated, and removed from the property described on the written work order and shall be transported to a legal, authorized metal recycling facility, scrap yard, or County landfill. The selected Contractor shall transport the entire mobile home, travel trailer, and/or incidentals by transporting all materials to an authorized facility. Transportation and depositing of the mobile home, travel trailer, and/or incidentals in any other location other than an authorized facility is a violation of the California Code of Regulations and Riverside County Ordinance 457. The selected Contractor shall certify that the demolished mobile home, travel trailer, and/or incidentals and parts thereof shall never be reconstructed or made operable. All license plates and insignia labels found within the mobile home, travel trailer, and/or incidentals being abated shall be removed by the selected Contractor and forwarded to HWS. All items not recycled for scrap metal shall be disposed of in a manner meeting all legal requirements of Riverside County Hazardous Waste Ordinance Number 615.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

2.4.3 All components of the mobile home, travel trailer, and/or incidentals removed by the selected contractor, his employees or representatives shall be destroyed, except for parts that may be salvaged. The term "Salvage" applies to individual structural parts, permanent fixtures/equipment or other scrap material removed from the mobile homes or trailers and sold to an authorized scrap yard or recycling center.

2.5 Field Verification: Selected contractor is responsible to field verify existing conditions and promptly notify the HWS 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.

2.6 Maps: Maps of the Oasis Mobile Home Park are provided under Attachment D

2.7 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.

2.8 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 HWS. 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. HWS 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 HWS.

2.9 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. HWS 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 HWS' requirements. Amendments will be on file in the offices of the HWS at least 7 calendar days before bid opening.

2.10 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.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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, HWS 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 HWS intends to award the project).

3.1.1 Tabbed Bid Submittal. As may be further described herein, HWS intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that HWS 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 HWS has published herein or has issued by addendum.

Tab No.	Description
1	Form of Bid: 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.
2	Scope of Work – Base Price: 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.
3	Form of Bid Bond: 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.
4	Form of Non-Collusive Affidavit: 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.
5	Contractor Designation Form: 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 HWS 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 <u>MUST</u> be completed for each general and subcontractor and included in this Tab. Bidder

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

	remains responsible to HWS for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
6	Equal Employment Opportunity Certification (Form HUD-92010): 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.
7	Other Information (Optional): The bidder may include any other general information they believe is appropriate to assist HWS 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 HWS.

1	Managerial Capacity: 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.
2	Payment and Performance Bonds. The apparent low bidder will be provided with forms for their surety to complete.
3	Insurance Certificates. The apparent selected Contractor will also direct its insurance broker or carrier to deliver directly to the HWS all insurance certificates requested. NOTE: The apparent selected Contractor 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 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 HWS and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with HWS 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 selected Contractor to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to HWS. If the Bidder elects to furnish a Bid Bond as its

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

Prevailing Wage Type	Number
RESIDENTIAL DETERMINATION:	R-102-X-16-2022-1

3.3 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. 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.

3.4 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) 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).

3.5 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.

3.6 Bid Submission: All bids must be submitted and time-stamped received in the designated HWS 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:

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

**Housing and Workforce Solutions (HWS)
Attention: George Eliseo, Contracting Officer
5555 Arlington Avenue
Riverside, CA 92504**

The package exterior must clearly include the following, "**IFB No. 2023-003 Oasis Demolition 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.

3.7 Bid Acceptance Period: The acceptance period is the number of calendar days available to HWS for awarding a contract from the date specified in this solicitation for receipt of bids. HWS requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than HWS's minimum acceptance period will be rejected.

3.8 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 HWS by the bidder, such may invalidate that bid. If, after accepting such a bid, HWS decides that any such entry has not changed the intent of the bid that HWS intended to receive, HWS may accept the bid and the bid shall be considered by HWS 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 HWS 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.

3.9 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 HWS, 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 HWS requirements contained within the documents may cause that bidder to not be considered for award.

3.10 Bidder's Responsibilities; Contact with HWS: 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 HWS 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 HWS to not consider a bid submittal received from any bidder who may has not abided by this directive.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

- 3.11 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 HWS for the performance under this IFB or any resulting contract.
- 3.12 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. HWS 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 HWS’ requirements. Amendments will be on file in the offices of HWS 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 HWS 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.
- 3.13 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 HWS 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; HWS **will not** distribute any copies of the IFB documents.
- 3.14 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.
- 3.15 Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittal in such a manner that HWS 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.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

3.16 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	Optional Information

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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 HWS 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. HWS 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. HWS reserves the right to, as determined by HWS, “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 HWS 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 HWS 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;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

- 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:** HWS reserves the right to request additional information whether in writing or by oral presentation in order to further determine the selected Contractor's responsibility. Failure to provide adequate documentation within the specified time period will result in the selected Contractor 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 HWS 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 HWS 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 HWS 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 HWS from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. HWS 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 selected Contractor 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. 2023-003
Housing and Workforce Solutions (HWS)
Attn: George Eliseo, Contracting Officer
5555 Arlington Avenue, Riverside, CA 92504**

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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 HWS 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), HWS will forward the contract to HWS 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 HWS 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 HWS pursuant to this IFB:
- 5.3.1 Contract Form:** By responding to this IFB and submitting a bid, the selected Contractor acknowledges and agrees that HWS will only execute agreements which are substantially approved as to form and substance by HWS.
- 5.4 Contract Term (Time of Completion):** The selected Contractor 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 after the last Mobile Home is vacated**. The NTP is the written notification from HWS 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 HWS 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 HWS as liquidated damages, the sum of **\$300.00** for each day of delay.
- 5.4.2 Temporary Delay:** HWS 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

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

timeframes may be considered a material breach, and HWS 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. HWS 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 HWS 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 HWS 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 HWS.
- 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 HWS.
- 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 HWS and provide the Contractor’s Warranty for Labor and Installation to HWS along with all Manufacturers’ Warranty documents.

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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 *selected Contractor* 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.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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***

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the 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 or "C-21" – Building Moving/Demolition 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. 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.

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

7.0 ADDITIONAL CONSIDERATIONS

- 7.1 Work on HWS Property:** If the selected Contractor's work under the contract involves operation on HWS premises, the selected Contractor 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 HWS.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the selected Contractor 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 HWS. Also, any substitution of subcontractors must be approved in writing by HWS prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Selected Contractors Employees:** Unless otherwise state within the IFB documents, the selected Contractor 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.

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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:

Attachment	Attachment Description
A	Form of Bid
B	Scope of Work – Base Pricing Form
C	Form of Bid Bond
D	Oasis MHP Map
E	Form of Non-Collusive Affidavit
F	Contractor Designation Form
G	Equal Employment Opportunity Certification
H	Prevailing Wage Determination Number
I	HWS Sample Contract (Note: This contract is a sample only. HWS reserves the right to revise any clause herein and/or include within the ensuing contract any additional clause(s) that HWS determines are in its best interest)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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

BASE BID		
Item #	Description	Bid Amount
1	Fee amount for demolition of one (1) singlewide mobile home: (Includes any excessive trash/items left in the interior of the unit and other items as listed in the Scope)	\$
2	Fee amount for demolition of one (1) doublewide mobile home: (Includes any excessive trash/items left in the interior of unit and other items as listed in the Scope)	\$
3	Fee amount for demolition of one (1) travel trailer: (Includes any excessive trash/items left in the interior of the unit and other items as listed in the Scope)	\$
TOTAL BASE 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 HWS, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- F. Quantities:** The undersigned understands that HWS 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 HWS. HWS does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

IFB. HWS 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 HWS 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 HWS employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- H. Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within **FORTY-FIVE (45) CALENDAR DAYS.**
- 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 and Workforce Solutions. (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:

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

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

government, then HWS, upon request, will execute documents necessary to show: (1) that HWS is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HWS. 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 HWS discovers that any information entered herein to be false, such shall entitle HWS 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 HWS, 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 HWS with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

Signature	Date	Printed Name	Company
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**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

**ATTACHMENT B
Scope of Work**

Below is the standard or base scope of work normally used for our mobile home demolitions. Not all units will require everything on this list, and some may require more work than listed. The HWS Project Manager will collaborate with the Contractor on each individual unit before work is scheduled to begin and approve or deny any Change Orders that may deviate from this list. All of the work shall be performed at the Oasis Mobile Home Park in Riverside County, State of California.

The mobile homes are to be removed and transported to an authorized facility to be demolished, if not demolished onsite. Once demolition of the mobile home is complete, the Contractor shall submit a breakdown of service provided and proof of disposal from an authorized landfill and/or recycling center.

Contractor shall obtain all permits and include all fees and applications for the completion of the abatement services. All permitting, fees, reporting and processing costs shall be included in the Contractor's quote for services.

Contractor will perform a final walk-through inspection with a HWS representative before the project will be considered complete and finished.

Execution of Work: All work is to be performed by qualified, competent trained personnel. The selected Contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. All tools, materials, and equipment shall be provided by the Contractor and must meet all local applicable safety requirements. A designated area will be made available for contractor's container if needed for materials and equipment. All work shall be performed in accordance with local safety standards and recognized safe practices.

HWS 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 HWS 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 dwellings surrounding the area, where work is being performed.

The Contractor will give HWS' designee 48 hours' notice in writing, before beginning work. The office hours for all locations of HWS are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified. 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 HWS.

Field Verification: Contractor is responsible to field verify existing conditions and promptly notify HWS 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.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

Asbestos: The mobile homes will be tested for asbestos as needed. Contractor shall follow the asbestos report recommendations for the encapsulation and removal of all asbestos containing material(s) identified within each unit, per applicable County and State standards.

Contractor to provide all materials, labor, tools, supplies, transportation, landfill arrangements and other items necessary to complete asbestos removal, if needed, and demolition of all mobile home units in strict accordance with all Federal, State and Local laws.

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

“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)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

_____, as PRINCIPAL,

AND _____, as SURETY,

are held and firmly bound unto the County of Riverside's Housing and Workforce Solutions agency, hereinafter called the "Agency", in the penal sum of

_____ Dollars,
lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore enter into a written contact with the Agency in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Agency the difference between the amount specified in said bid and the amount for which the Agency may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ (seal)
(Individual Principal)

(Address)

(Business Address)

_____ (seal)
(Individual Principal)

(Business Address)

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)

ATTACHMENT D

Oasis Mobile Home Park Maps

(behind this page)

8700 Fire Hydrant
17-total

OASIS MOBILE HOME PARK

MARKET

70th Ave

10188

347	350
346	349
345	348
59	60
58	61
57	62
56	63
55	64
54	65
53	66
52	67
51	68
50	69
49	70
48	71
47	72

341	344
339	343
34	342
33	46
32	45
31	44
30	43
29	42
28	41
27	40
26	39
25	38
24	37
23	36
22	35

335	338
334	337
333	336
10	21
9	20
8	19
7	18
6	17
5	16
4	15
3	14
2	13
1	12

84	83	82	81	80	79	78	77	76	75	74
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85	86	87	88	89	90	91	92	93	94	
111	110	109	108	107	106	105	104	103	102	101

112	113	114	115	116	117	118	119	120	121	122	123
134	133	132	131	130	129	128	127	126	125	124	

155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172
189	188	187	186	185	184	183	182	181	180								

230	229	228	227	226	225	224	223
231	232	233	234	235	236	237	238

246	245	244	243	242	241	240	239
247	248	249	250	251	252	253	254

322	321	320	319	318	317	316	315	314	313																			
325	324	323	322	321	320	319	318	317	316	315	314	313	312	311	310	309	308	307	306	305	304	303	302	301	300	299	298	297

95	96	97
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100	99	98		
190	191	192	193	194

195	196	197	198
150	149	148	147

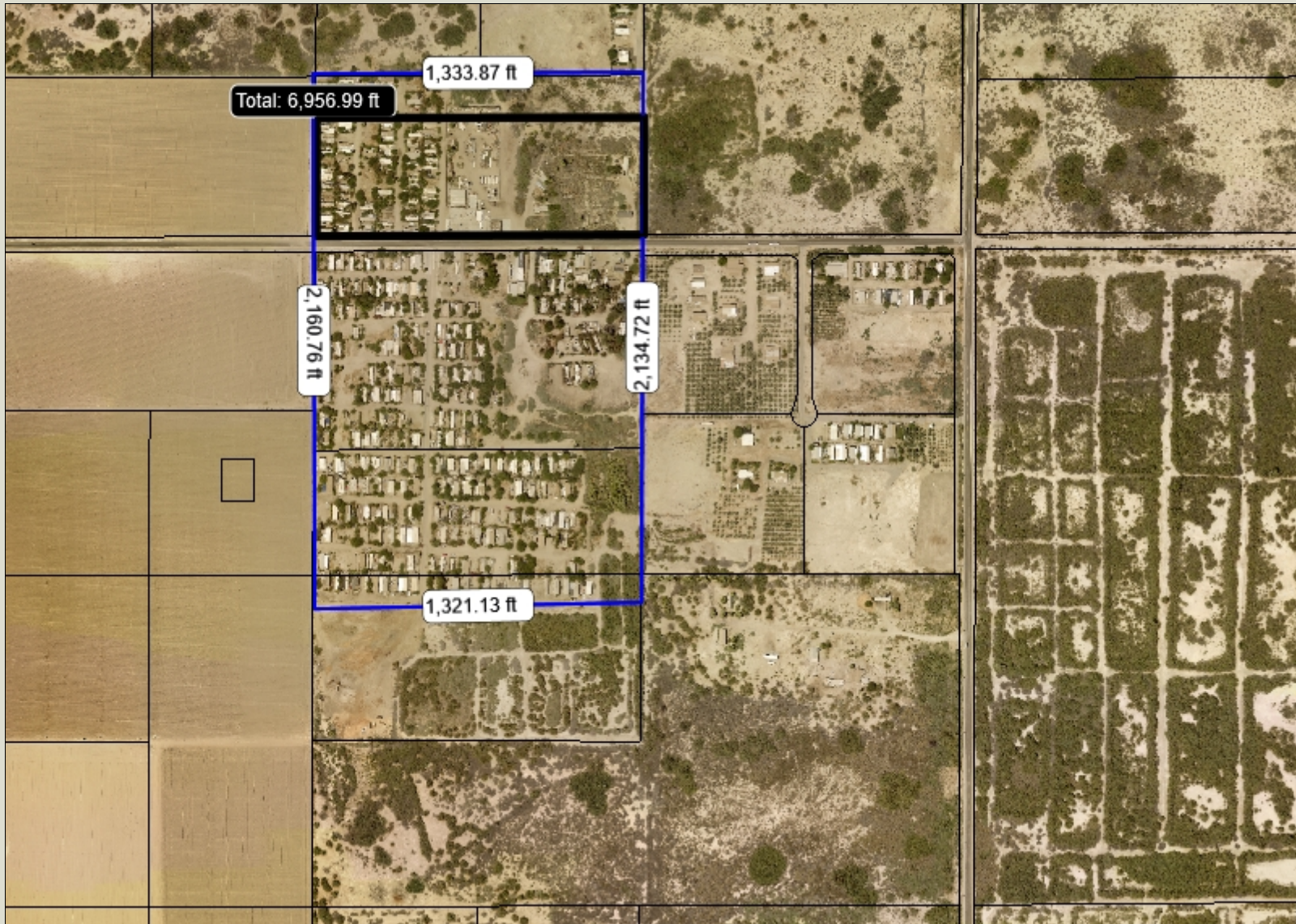
173	174	175	176
179	178	177	

200	201	202	203	204	205	206	207	208	209	210
212	213	214	215	216	217	218	219	220	221	222




255	256	257	258	259	260	261	262	263	264	265	266
278	277	276	275	274	273	272	271	270	269	268	267

279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294
312	311	310	309	308	307	306	305	304	303	302	301	300	299	298	297

Oasis Mobile Home Park- Map My County Map



Legend

-  Parcels
-  Blueline Streams
-  City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

APNs:
749-140-008
749-190-003
749-190-004

0 752 1,505 Feet

REPORT PRINTED ON... 8/8/2022 1:52:51 PM

© Riverside County GIS



Riverside County Parcel Report

APN(s):749140013,749140008,749190003,749190004

DISCLAIMER

Maps, permit information and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

MAPS/IMAGES



PARCEL

APN	749-140-008-3, 749-140-013-7, 749-190-003-3, 749-190-004-4	Supervisory District	Boundaries for Districts 2, 4 and 5 will be updated in January, 2023. Boundaries for Districts 1 and 3 will be updated in January, 2025. V MANUEL PEREZ, DISTRICT 4
Previous APN	749140008 749140013 749140805,749140806,749190802,749200801 749190003 749190004 749140805,749140806,749190802,749200801	Township/Range	T7SR8E SEC 23 S
Owner Name	749140008 USA BLM SCOTT LYNN LAWSON749140013 LAWSON SCOTT ESTATE OF749190003 USA 749 SCOTT LAWSON749190004 LAWSON SCOTT ESTATE OF	Elevation	-176 ft
Address	749140008 88740 AVENUE 70 THERMAL CA 92274	Thomas Bros. Map Page/Grid	PAGE: 5652, GRID: A4

749190003
88725 AVENUE 70
THERMAL CA 92274

Mailing Address	749140008 88740 AVENUE 70 THERMAL CA 92274	Indian Tribal Land	Torres-Martinez
	749140013 1669 CROTON ST BEAUMONT CA 92223		
	749190003 88725 AVENUE 70 THERMAL CA 92274		
	749190004 1669 CROTON ST BEAUMONT CA 92223		

Legal Description	749140008 Recorded Book/Page: / Subdivision Name: Lot/Parcel: Block: Tract Number:	City Boundary	NOT IN A CITY
	749140013 Recorded Book/Page: / Subdivision Name: Lot/Parcel: Block: Tract Number:		
	749190003 Recorded Book/Page: / Subdivision Name: Lot/Parcel: Block: Tract Number:		
	749190004 Recorded Book/Page: / Subdivision Name: Lot/Parcel: Block: Tract Number:		

City Spheres of
influence

NOT IN A CITY SPHERE

Lot Size	749140008 Recorded lot size is 14.09 acres	March Joint Powers Authority	NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
	749140013 Recorded lot size is 5.17 acres		

749190003
Recorded lot size is 25.34 acres

749190004
Recorded lot size is 15.22 acres

Property Characteristics	749140008 Year Constructed: Baths: Bedrooms: Construction Type: Garage Type: Property Area (sq ft): Roof Type: Stories: Pool: NO Central Cool: NO Central Heat: NO	County Service Area	125- THERMAL ST LIGHTING
	749140013 Year Constructed: Baths: Bedrooms: Construction Type: Garage Type: Property Area (sq ft): Roof Type: Stories: Pool: NO Central Cool: NO Central Heat: NO		
	749190003 Year Constructed: Baths: Bedrooms: Construction Type: Garage Type: Property Area (sq ft): Roof Type: Stories: Pool: NO Central Cool: NO Central Heat: NO		
	749190004 Year Constructed: Baths: Bedrooms: Construction Type: Garage Type: Property Area (sq ft): Roof Type: Stories: Pool: NO Central Cool: NO Central Heat: NO		

Annexation Date	N/A	LAFCO Case	N/A
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Proposals	N/A		
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Specific Plans	NOT IN A SPECIFIC PLAN	Historic Preservation Districts	NOT IN A HISTORIC PRESERVATION DISTRICT
Land Use Designations	IND	Agricultural Preserve	NOT IN AN AGRICULTURAL PRESERVE
General Plan Policy Overlays	N/A		
Area Plan (RCIP)	Eastern Coachella Valley	Airport Influence Areas	NOT IN AN AIRPORT INFLUENCE AREA
General Plan Policy Areas	NOT IN A GENERAL PLAN POLICY AREA	Airport Compatibility Zones	NOT IN AN AIRPORT COMPATIBILITY AREA
Zoning Classifications (ORD. 348)	A-1-10	Zoning Districts and Zoning Areas	LOWER COACHELLA VALLEY DIST
Zoning Overlays	NOT IN A ZONING OVERLAY	Community Advisory Councils	THERMAL-OASIS CC
Environmental Justice Communities	NOT IN AN ENVIRONMENTAL JUSTICE COMMUNITY		

Residential Permit Stats			
N/A			

ENVIRONMENTAL more...

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area	COACHELLA VALLEY	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	NOT IN A CELL GROUP
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	NOT COACHELLA VALLEY CONSERVATION AREA	WRMSHCP Cell Number	NOT IN A CELL NUMBER
CVMSHCP Fluvial Sand Transport Special Provision Areas	NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA	HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)	NOT IN A HANS/ERP PROJECT
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area	NOT IN A WESTERN RIVERSIDE COUNTY PLAN FEE AREA	Vegetation (2005)	NOT IN A VEGETATION AREA

Fire

Fire Hazard Classification (Ord. 787)	NOT IN A FIRE HAZARD ZONE	Fire Responsibility Area	NOT IN A FIRE RESPONSIBILITY AREA
---------------------------------------	---------------------------	--------------------------	-----------------------------------

DEVELOPMENT FEES

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)	COACHELLA VALLEY	RBBD (Road & Bridge Benefit District)	NOT IN A ROAD BRIDGE BENEFIT DISTRICT
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	NOT IN A WESTERN RIVERSIDE COUNTY PLAN FEE AREA	DIF (Development Impact Fee Area Ord. 659)	EASTERN COACHELLA VALLEY, AREA 18
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	NOT IN THE WESTERN TUMF FEE AREA	SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)	NOT IN THE SKR FEE AREA
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	IN OR PARTIALLY WITHIN A TUMF FEE AREA	DA (Development Agreements)	NOT IN A DEVELOPMENT AGREEMENT

TRANSPORTATION more...

Circulation	IN OR PARTIALLY WITHIN A CIRCULATION	Road Book Page	234
Element Ultimate Right-of-Way	ELEMENT RIGHT-OF-WAY	Transportation Agreements	NOT IN A TRANS AGREEMENT
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	NOT IN A CETAP CORRIDOR

HYDROLOGY

Flood Plan Review	OUTSIDE FLOODPLAIN, REVIEW NOT REQUIRED	Watershed	WHITEWATER
Water District	COACHELLA VALLEY WATER DISTRICT		
Flood Control District	COACHELLA VALLEY WATER DISTRICT		

GEOLOGIC

Fault Zone	NOT IN A FAULT ZONE	Paleontological Sensitivity	HIGH SENSITIVITY (HIGH A): BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE
Faults	NOT IN A FAULT LINE		
Liquefaction Potential	MODERATE		
Subsidence	ACTIVE		

MISCELLANEOUS

School District	COACHELLA VALLEY UNIFIED
Communities	TORRES MARTINEZ IR
Lighting (Ord. 655)	ZONE: B
Census Tract	456.18
Farmland	LOCAL IMPORTANCE OTHER LANDS PRIME FARMLAND URBAN-BUILT UP LAND
Special Notes	PLEASE REFER TO ORDINANCE 457.96 FOR COACHELLA VALLEY AGRICULTURAL GRADING EXEMPTIONS.
Tax Rate Areas	058123 - CITRUS PEST CONTROL 2 058123 - CO FREE LIBRARY 058123 - CO STRUCTURE FIRE PROTECTION 058123 - CO WASTE RESOURCE MGMT DIST 058123 - COACHELLA VALLEY JOINT BLO HS 058123 - COACHELLA VALLEY PUBLIC CEMETERY 058123 - COACHELLA VALLEY REC & PK 058123 - COACHELLA VALLEY RESOURCE CONS 058123 - COACHELLA VALLEY UNIFIED SCHOOL 058123 - COACHELLA VALLEY WATER DISTRICT 058123 - CSA 125 * 058123 - CSA 152 058123 - CV MOSQUITO & VECTOR CONTROL 058123 - CVWD IMP DIST 1 DS 058123 - CVWD STORM WATER UNIT 058123 - DESERT COMMUNITY COLLEGE 058123 - GENERAL 058123 - GENERAL PURPOSE 058123 - RIV CO REGIONAL PARK & OPEN SP 058123 - RIVERSIDE CO OFC OF EDUCATION 058123 - SO COACHELLA VALLEY CSD 058123 - SUPERVISORIAL RD DIST 4

Department of Environmental Health Permits

Septic Permits

Record Id	Application Date	Plan Check Approved Date	Final Inspection Date	Approved Date
N/A	N/A	N/A	N/A	N/A

Well Water Permits

Record Id	PE	Permit Paid Date	Permit Approved Date	Well Finaled Date
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N/A	N/A	N/A	N/A
-----	-----	-----	-----

PLUS PERMITS & CASES

Administrative Cases

Case	Case Description	Status
N/A	N/A	N/A

Building and Safety Cases

Case	Case Description	Status
N/A	N/A	N/A

Code Cases

Case	Case Description	Status
CV1604659		Closed - Field

Fire Cases

Case	Case Description	Status
N/A	N/A	N/A

Planning Cases

Case	Case Description	Status
N/A	N/A	N/A

Survey Cases

Case	Case Description	Status
CR990198	7 CORNERS IN SECTION 26	FILED

Transportation Cases

Case	Case Description	Status
N/A	N/A	N/A

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

“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)

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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 County of Riverside's Department of Housing and Workforce Solutions. 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. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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-contractor¹ _____ (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. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

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 HWS?
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 HWS 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 HWS discovers that any information entered herein is false, that shall entitle HWS to not consider nor make award or to cancel any award with the undersigned party.

Yes No Initials _____

Signature Date Printed Name & Title Company

¹ 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. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

“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. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

“Prevailing Wage Determination”

ATTACHMENT H

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL LABORER # RESIDENTIAL DETERMINATION: R-23-102-2-2022-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2022

EXPIRATION DATE: June 30, 2023**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications Basic Straight-Time Hourly Rate

Residential Laborer \$38.75

Residential Cleanup, Landscaping, Fencing (Chain Link and Wood) \$37.75

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments Amount

Health & Welfare \$8.75 per hour worked

Pension \$8.26 per hour worked

Vacation/Dues \$4.12 per hour worked

Training \$0.70 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

Residential Determination: R-23-102-2-2022-1

Residential Laborer

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

Page 2 of 2

Employer Payments Amount

Other \$0.06 per hour worked

PREDETERMINED INCREASE(S):

Effective July 1, 2023, there is a \$3.20 predetermined increase allocated to wages and/or employer payments.

Effective July 1, 2024, there is a \$3.30 predetermined increase allocated to wages and/or employer payments.

Effective July 1, 2025, there is a \$3.40 predetermined increase allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, forty (40) hours per week, Monday through Friday.²

OVERTIME:

One and a half (1½x) the basic straight-time hourly rate will be paid for all overtime hours except hours worked over 12 in a single workday, Sundays and Holidays, which shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. If Christmas or New Year's should fall on Saturday, the Friday preceding shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774

**INVITATION FOR BIDS (IFB) NO. 2021-003
DEMOLITION PROJECT AT THE OASIS MOBILE HOME PARK**

“HWS Sample Contract”

ATTACHMENT I

(behind this page)

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**CONSTRUCTION CONTRACT BY AND BETWEEN
RIVERSIDE COMMUNITY HOUSING CORP.**

AND _____
FOR _____

This Contract is made by and between Riverside Community Housing Corp., a California nonprofit public benefit corporation, hereinafter referred to as “OWNER”, and _____, hereinafter referred to as “CONTRACTOR.”

RECITALS

- A. OWNER is the owner of a certain real property located in the County of Riverside, commonly known as _____, hereinafter referred to as “PROPERTY;”
- B. The term “PROJECT” includes performance, as set forth in the Contract Documents, by the CONTRACTOR, of all work or improvements on, in and about the PROPERTY;
- C. OWNER desires that the CONTRACTOR perform the PROJECT on the terms and conditions hereinafter set forth, and CONTRACTOR agrees to perform said PROJECT on the terms and conditions set forth below.

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

ARTICLE 1

THE CONSTRUCTION CONTRACT

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

- 1. Invitation for Bids (IFB), or Quotations for Small Purchases (i.e. Request for Quotes), as applicable.
- 2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369 (10/2002)

- 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
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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
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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.
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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 30th 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
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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.
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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.
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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),
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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 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.

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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)

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5
6 **Riverside Community Housing Corp.**

Contractor

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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
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