

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**



**Riverside Community
Housing Corp.**

Established 1992

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT
68685 CEDAR ROAD**

**68685 CEDAR ROAD
CATHEDRAL CITY, CA 92234
APN: 680-396-003**

**Riverside Community Housing Corp. (RCHC)
5555 Arlington Avenue
Riverside, CA 9250**

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

IFB INFORMATION AT A GLANCE

RCHC CONTACT PERSON:	Robert Lane, Contracting Coordinator rlane@rivco.org 951-343-5481 (office) 951-688-6873 (fax)
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none">1. Access www.missionreproplanroom.com2. Click on public jobs in the menu section and follow the directions to purchase IFB NO. 2018-001 SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD3. Download and save the IFB & Plans to your computer
IFB RELEASE DATE:	January 19, 2018
PRE-BID CONFERENCE: (JOB WALK) <i>NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED.</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).	February 06, 2018 at 10:30 AM Location to be determined and all bidders notified via addendum and email. Contact rlane@rivco.org for further information and updates on the job walk.
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFI's)	February 14, 2018 at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	February 21, 2018 at 2:00 PM 5555 Arlington Avenue Riverside, CA 92504 (Bids shall be delivered to Riverside Community Housing Corp. (RCHC), on the 1st Floor of RCHC Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Bids shall be promptly opened in public at said address. Attention: Robert Lane)
NOTE: RCHC 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

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

1.0 RCHC'S RESERVATION OF RIGHTS:

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

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

of Riverside's website which is affiliated with RCHC 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. RCHC reserves the right to amend the contract any time prior to contract execution.

- 1.11 Right to Issue New Bids.** In the event RCHC rejects all bids submitted, RCHC 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.** RCHC 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.** RCHC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to RCHC 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** RCHC's requirements in good faith change after the award of the contract.
 - 1.13.4 Right to Require Additional Information.** RCHC 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 RCHC.
- 1.14 Right to Require Accurate Timesheets.** RCHC 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.** RCHC 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, RCHC 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.** RCHC reserves the right to amend the contract any time prior to contract execution.

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): RCHC is seeking bids from qualified, licensed and bonded entities to provide construction services at the address listed below:

68685 Cedar Road
Cathedral City, CA 92234
APN: 680-396-003

2.1 Construction Planning: All residential units will be occupied during the entire construction process. RCHC requires the successful bidder to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) calendar days prior to the projected start date.

2.2 Construction Drawings/Plans: Each bid shall be in accordance with the plans for “**Cedar Road Sewer Improvement Plan**”, from Feiro Engineering, Inc. dated 11/30/2017 and other specifications and Contract documents. The documents can be purchased and downloaded at www.missionreproplanroom.com or by calling Mission Reprographics at (951) 686-8828. There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to Mission Reprographics, not RCHC.

2.3 GENERAL SPECIFICATIONS OF WORK:

2.3.1 The work under this IFB shall be performed at 68685 Cedar Road located in Cathedral City, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the septic abandonment and sewer line installation and associated improvements in strict conformance with all of the Contract documents.

2.3.2 Furnish and install 8” V.C.P. sewer main

2.3.3 Furnish and install 8” sewer cleanout per CVWD Standard S-6

2.3.4 Furnish and install 6” V.C.P. sewer house lateral per CVWD Standard S-9

2.3.5 Remove existing cleanout

2.3.6 Abandon existing septic system; pump out, backfill, and cap

2.3.7 Furnish and install 8” V.C.P. sewer plug

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

2.5 Explanations and Interpretations to Prospective Bidders: Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc.,

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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.

- 2.6 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 RCHC. 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. RCHC 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 RCHC.
- 2.7 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, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. RCHC 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 RCHC's requirements. Amendments will be on file in the offices of the RCHC at least 7 calendar days before bid opening.
- 2.8 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.

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

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, RCHC 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 RCHC intends to award the project).

3.1.1 Tabbed Bid Submittal. As may be further described herein, RCHC intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that RCHC 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 RCHC 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. Input the fee/bid amount, complete and execute where provided thereon and submitted under this tab as a part of the bid submittal.
2	Form HUD-5369-A (11/92), Representations, Certifications and Other Statement of Bidders: This Form is attached to this IFB document as Attachment B. This two (2) page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
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 thereon and submitted under this tab as a part of the bid submittal.
4	Section 3 Business Preference Documentation: For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids as specified in Attachment D.
	Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that RCHC 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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder and only when directed to do so by RCHC.

Tab No.	Description
1	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 thereon and submitted under this tab as a part of the bid submittal.
2	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 as a part of the bid submittal. NOTE: Bidders must also provide RCHC 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 MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to RCHC 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.
3	Managerial Capacity: The bidder entity 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.
4	Equal Employment Opportunity Certification (Form HUD-92010): This Form is attached to this IFB document as Attachment G. The 2-page Form must be signed fully, completed and submitted under this tab as a part of the bid submittal.
5	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist RCHC in its evaluation.
	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 6.2.1 through 6.2.5 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

eliminate any of the tabs.

- 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 RCHC and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with RCHC and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to RCHC. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.
- 3.3 Davis-Bacon Act Wage Determination:** For all construction contracts awarded by in excess of \$2,000, when required by Federal Grant Program legislation, Contractor hereby agrees to comply with the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as supplemented in. Department of Labor Regulations (29 CFR Part 5). Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees less than the wage rate listed in the following table. Therefore, it shall be mandatory upon the contractor to whom the contract is awarded, and upon each subcontractor under him, to pay all laborers and workmen employed in the execution of the contract not less than the applicable wage rates for each craft or type of laborer or workman so employed.

General Decision Number	WD No.	Mod. Number	Revision Date
CA180028	CA28	0	01/05/2018

- 3.4 Wage Decision Effective Date ("Lock-In" Date):** General wage decisions shall be locked-in on the date bids are opened (bid opening date) provided that the contract is awarded within 90 days after bid opening. However, if the contract is awarded more than 90 days after the bid-opening, the contract award date "locks-in" the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, the construction start date is the lock-in date (HUD Handbook 1344.1, REV 2).
- 3.5 Preemption of State Prevailing Wage Requirements:** A prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or position employed under them contract shall be inapplicable to a contract or RCHC performed work item for the development, maintenance, and modernization of a project (24 CFR Part 965.101).

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

- 3.6 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).
- 3.7 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.
- 3.8 Bid Submission:** All bids must be submitted and time-stamped received in the designated RCHC 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:

Riverside Community Housing Corp. (RCHC)
Attention: Robert Lane, Contracting Coordinator
5555 Arlington Avenue
Riverside, CA 92504

The package exterior must clearly include the following, "**IFB No. 2018-001 Septic Abandonment & Sewer Line Installation at 68685 Cedar Road**" 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.

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

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

- 3.10 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 RCHC by the bidder, such may invalidate that bid. If, after accepting such a bid, RCHC decides that any such entry has not changed the intent of the bid that RCHC intended to receive, RCHC may accept the bid and the bid shall be considered by RCHC 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 RCHC 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.
- 3.11 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 RCHC, 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 RCHC requirements contained within the documents may cause that bidder to not be considered for award.
- 3.12 Bidder's Responsibilities; Contact with RCHC:** 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 RCHC 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 RCHC to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.13 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to RCHC for the performance under this IFB or any resulting contract.
- 3.14 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. RCHC 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 RCHCs requirements. Amendments will be on file in the offices of RCHC 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,

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

“substantive” meaning, when decisions pertaining to the IFB are made between RCHC 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 his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

- 3.15 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 RCHC 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; RCHC **will not** distribute any copies of the IFB documents.
- 3.16 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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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 RCHC 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. RCHC 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. RCHC reserves the right to, as determined by RCHC, "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 RCHC 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 RCHC 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;

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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

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

4.6 Bid Protest: Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with RCHC 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 RCHC 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 RCHC 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 RCHC from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. RCHC has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his/her 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. 2018-001

RIVERSIDE COMMUNITY HOUSING CORP. (RCHC)

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

**Riverside Community Housing Corp. (RCHC)
Attn: George Eliseo, Contracting Officer
5555 Arlington Avenue
Riverside, CA 92504**

(Continued on Next Page)

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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 RCHC 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** By completing, executing and submitting the Form of Bid, Attachment A, the successful bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by RCHC, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment F).” The contract clauses already attached as Attachment G also apply. Accordingly, RCHC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case RCHC has no power or authority to negotiate any clauses contained within any attached documents.
- 5.2.2** Depending on the amount of the award (typically for amounts greater than \$75,000), RCHC will forward the contract to RCHC Board of Directors (BOD) for approval prior to signing the contract with the lowest responsive and responsible bidder.
- 5.2.3** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by RCHC BOD, 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 RCHC pursuant to this IFB:
- 5.3.1 Contract Form:** By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that RCHC will only execute agreements prepared by RCHC which are substantially approved as to form and substance by RCHC. RCHC WILL NOT execute the successful proposer's contract form. Any proposer that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with RCHC in writing during the bidding period (prior to the posted bid submittal deadline). RCHC will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by RCHC to be in its best interests. **Please note that RCHC has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.**

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

- 5.3.2 Assignment of Personnel:** RCHC shall retain the right to demand and receive a change in personnel assigned to the work if RCHC believes that such change is in the best interest of RCHC and the completion of the contracted work.
- 5.4 Contract Period (Time of Completion):** The successful bidder agrees to commence work no later than **ten (10) calendar days** after the commencement date specified in the **Notice to Proceed (NTP)** and to fully complete the project within **sixty (60) calendar days**. The NTP is the written notification from RCHC giving the contractor notice to commence with 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 RCHC 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 RCHC as liquidated damages, the sum of **\$300.00** for each day of delay.
- 5.4.2 Temporary Delay:** RCHC 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 timeframes may be considered a material breach, and RCHC 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. RCHC 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 RCHC 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 RCHC 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 RCHC.
- 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 RCHC.
- 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

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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 RCHC and provide the Contractor's Warranty for Labor and Installation to RCHC along with all Manufacturers' Warranty documents.

(Continued on Next Page)

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:

6.1.1 Upon issuance of the Notice of Award or Notice of Intent to Award, the successful bidder will have **seven (7) 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 insure the contractor's performance: In accordance with Section 22300 of the State of California Public Contract Code, the Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.

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

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

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

6.2.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

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 Professional Liability: If Contractor is providing services or expertise that falls under a quasi-professional role, Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the performance period and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

6.2.6 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,

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

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

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

Engineering Contractor or "C-34" Pipeline Contractor license to perform the specialty 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.

(Continued on Next Page)

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

7.0 ADDITIONAL CONSIDERATIONS

- 7.1 Work on RCHC Property:** If the successful bidder's work under the contract involves operation on RCHC premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to RCHC.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of RCHC. Also, any substitution of subcontractors must be approved in writing by RCHC prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.
- 7.4 Applicable Federal Statutes, Regulations & Orders:** Successful bidders shall comply with all Federal statutes, rules, regulations, and executive orders affecting procurements by Public Housing Authorities, including but not limited to:
- 7.4.1** Executive Order 13658
 - 7.4.2** Executive Order 11246
 - 7.4.3** Executive Order 11063
 - 7.4.4** Copeland "Anti-Kickback" Act (18 USC 874)
 - 7.4.5** Davis Bacon Act (40 USC 276a-276a-7)
 - 7.4.6** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
 - 7.4.7** Contract Work Hours & Safety Standards Act (40 USC 327-330)
 - 7.4.8** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
 - 7.4.9** Civil Rights Act of 1964, Title VI (PL 88-352)
 - 7.4.10** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
 - 7.4.11** Age Discrimination Act of 1975
 - 7.4.12** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
 - 7.4.13** HUD Information Bulletin 909-23
 - 7.4.14** Immigration Reform & Control Act of 1986
 - 7.4.15** Fair Labor Standards Act (29 USC 201, et. Seq.)

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

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	Form HUD-5369-A (11/1992), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
C	Form of Bid Bond
D	Section 3 Form, including explanation
E	Form of Non-Collusive Affidavit
F	Contractor Designation Form
G	Equal Employment Opportunity Certification
H	Form HUD-5369 (10/2002), <i>Instruction to Bidders for Contracts Public and Indian Housing Programs</i>
I	RCHC Sample Contract Form (please note that this contract is being given as a sample only--RCHC reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that RCHC determines is in its best interests to do so)
J	Form HUD-5370 (01/2014), <i>General Conditions for Construction Contracts Public Housing Programs</i>
K	<i>General Decision Wage Determination Number CA180028 Mod 0 (01/05/2018) CA28</i>
L	Directions for Preparation and Completion of Performance and Payment Bonds * SELECTED/AWARDED CONTRACTOR WILL COMPLETE THE ENCLOSED PERFORMANCE AND PAYMENT BOND (LABOR AND MATERIALS BOND)
M	Claims Resolution – Claims Up To \$375,000

(Continued on Next Page)

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

**FORM OF BID form
(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 RCHC 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 the **(IFB# 2018-001) SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD** in strict accordance therewith and for the bid amount specified below:

Item #	Qty	Description	Bid/Fee Amount
1	1 Unit	Abandon existing septic system & installation of new sewer line	\$
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. Addendum(s):** (if applicable) The Bidder acknowledges he/she received the following issued addenda:
 Addendum #1 Date: _____ Addendum #3 Date: _____
 Addendum #2 Date: _____ Addendum #4 Date: _____
- F. Performance Bond and Payment Bond:** The undersigned agrees that, if he is selected as the Contractor, he will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by RCHC, 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.
- G. Quantities:** The undersigned understands that RCHC 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 RCHC. RCHC does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. RCHC 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 RCHC requires.
- H. 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 RCHC employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

I. 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 **THIRTY (30) CALENDAR DAYS.**

J. 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 Riverside Community Housing Corp. (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 government, then RCHC, upon request, will execute documents necessary to show: (1) that RCHC is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of RCHC. 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.

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

- 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 RCHC discovers that any information entered herein to be false, such shall entitle RCHC 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 RCHC, 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 RCHC with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

Signature	Date	Printed Name	Company
-----------	------	--------------	---------

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

“Form HUD 5369-A”

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

ATTACHMENT B

(behind this page)

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“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)

ATTACHMENT C

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 Riverside Community Housing Corp., hereinafter called the "Authority", 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 contract with the Authority 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 Authority the difference between the amount specified in said bid and the amount for which the Authority 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:

(Individual Principal) (seal)

(Address) (Business Address)

(Individual Principal) (seal)

(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)

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

“Section 3 Requirements”

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

ATTACHMENT D

(behind this page)

ATTACHMENT D

RIVERSIDE COMMUNITY HOUSING CORP.

SECTION 3

24 CFR PART 135

**ECONOMIC OPPORTUNITIES FOR
LOW-AND VERY LOW-INCOME PERSONS**

CONTRACT REQUIREMENTS

**RIVERSIDE COMMUNITY HOUSING CORP.
 CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
 IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Effective **2017**

Persons in Household	1	2	3	4	5	6	7	8
Very Low	\$22,600	\$25,800	\$29,050	\$32,250	\$34,850	\$37,450	\$40,000	\$42,600
Extremely Low Income	\$13,550	\$16,240	\$20,420	\$24,600	\$28,780	\$32,960	\$37,140	\$41,320
Low Income	\$36,150	\$41,300	\$46,450	\$51,600	\$55,750	\$59,900	\$64,000	\$68,150

A new hire is qualified as a Section 3 resident if he/she resides in Riverside or San Bernardino County and his/her total family income is less than the family income shown above for his/her household size.

Corporate Seal

_____	_____
Authorizing Name and Signature	Notary
_____	My term expires: _____
Title	
_____	_____
Signature	Printed Name

SECTION 3 BUSINESS PREFERENCE

RIVERSIDE COMMUNITY HOUSING CORP.

I. Section 135.1 Purpose

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

Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement

A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of Section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

C. CONTRACTS

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent to of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

D. SAFE HARBOR AND COMPLIANCE DETERMINATIONS

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

III. **SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.

- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
 - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
 - (ii) Participants in HUD Youth build programs (category 2 residents).
 - (iii) Where the Section 3 project is assisted under the Stewart B. McKinney NSP3less Assistance Act (42 U.S.C. 11301 et seq.), NSP3less persons residing in the Riverside or San Bernardino County shall be given the highest priority;

B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

IV SECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
- (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- (iii) Other Section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

SECTION 135.38 Section 3 Clause.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. *The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both*

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

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 35 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).*

VI. SECTION 135.40 Providing Other Economic Opportunities

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.
- C. Other business related economic opportunities:
 - (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-

enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.

- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
- (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VII. SECTION 135.5 Definitions.

As used in this part:

Applicant means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contract. See the definition of "Section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build Programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for NSP3less individuals and members of low and very low-income families.

Low income person. See the definition of "Section 3 Resident" in this section.

New hires mean full-time employees for permanent, temporary, or seasonal employment opportunities.

Public Housing resident has the meaning given this term in 24 CFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

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

Section 3 Business Concern means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

Section 3 Clause means the contract provisions set forth in Sec. 135.38.

Section 3 covered activity means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement):
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:
 - (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low income person. See the definition of "Section 3 resident" in this section.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HACR has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“Form of Non-Collusive Affidavit”

ATTACHMENT E

(behind this page)

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ ,
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 Riverside Community Housing Corp. 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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

CONTRACTOR DESIGNATION FORM (ATTACHMENT F)

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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

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 Riverside Community Housing Corp. 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 RCHC?
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 RCHC 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 RCHC discovers that any information entered herein is false, that shall entitle RCHC 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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“Equal Employment Opportunity Certification Form”

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. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“HUD Form 5369”

ATTACHMENT H

(behind this page)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“RCHC Sample Contract”

ATTACHMENT I

(behind this page)

1 **CONSTRUCTION CONTRACT BY AND BETWEEN**
2 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **AND _____**
4 **FOR _____**

5 This CONTRACT is made by and between the Housing Authority of the County of Riverside, a body
6 corporate and politic, hereinafter referred to as “AUTHORITY”, and _____,
7 hereinafter referred to as “CONTRACTOR.”

8 **RECITALS**

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

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

19 **ARTICLE I**

20 **THE CONSTRUCTION CONTRACT**

21 1.1 The Contract Documents means and includes, without limitation, all of the following which are
22 incorporated herein by this reference and are made a part of this CONTRACT as if fully set forth herein.

23 The Contract Documents consist of the following component parts:

24 1. Invitation for Bids (IFB), or Quotations for Small Purchases (i.e. Request for Quotes), as
25 applicable.

26 2. Instructions to Bidders for Contracts Public and Indian Housing Programs HUD-5369
27 (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

16 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 the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30
20 p.m.

21 2.1.1. The full scope of Work is described in the Contract Documents and more specifically in
22 the approved plans and specifications.

23 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda
24 thereto and the drawings included therein, all as prepared by the AUTHORITY.

25 2.2 Site Conditions

26 Data provided in the specifications and drawings are believed to depict the conditions to be encountered
27 by the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or
28

1 complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and
2 all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S
3 submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement
4 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a
5 careful and thorough examination, to its satisfaction of: the Contract Documents, and other information
6 provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements;
7 the visible conditions at the site and its surroundings, visible conditions of existing improvements and
8 their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site
9 concurrently under construction; and all information concerning visible and concealed conditions above
10 and below the surface of the ground at the site and in existing improvements, including without limitation,
11 surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either
12 provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for
13 review in the public records.

14 **ARTICLE 3**

15 **TIME OF COMMENCEMENT AND COMPLETION**

16 3.1 Time for Completion

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

22 3.2 Liquidated Damages

23 3.2.1 If the CONTRACTOR fails to complete the PROJET within the time specified in the
24 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
25 Clause No. 32), the CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of
26 _____ for each day of delay. If different completion dates are specified in
27 the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed
28

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

4 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting
5 damage will consist of liquidated damages until such reasonable time as may be required for final
6 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in
7 completing the PROJECT.

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

10 **ARTICLE 4**

11 **CONTRACT SUM**

12 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
13 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of
14 _____
15 (Contract Sum).

16 The CONTRACTOR exceeds the contract sum amount at his/her own risk. The Contractor is
17 under no obligation to provide additional services that would cause the CONTRACTOR's fees to exceed
18 the contract sum without prior revision of this amount by written change order.

19 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
20 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
21 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
22 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
23 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).
24 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
25 available from the AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards
26 Provisions (HUD-5370 Clause No. 46).

27
28

1 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
2 taxes required by local codes, or any law existing or which may hereafter be adopted by federal, state or
3 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
4 levied by reason of the Work to be performed hereunder.

5 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
6 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
7 CONTRACT.

8 **ARTICLE 5**

9 **PROGRESS PAYMENTS**

10 5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and
11 certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress
12 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions
13 of the Construction Documents.

14 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
15 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
16 payment requesting progress payment. Approved applications for progress payments will be paid by the
17 30th day of each month, provided that the application for payment has been submitted to the
18 AUTHORITY on or before the first working day of the month.

19 **ARTICLE 6**

20 **INDEMNIFICATION AND HOLD HARMLESS**

21 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its
22 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
23 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
24 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
25 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
26 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
27 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
28

1 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
2 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

3 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
4 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
5 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
6 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
7 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

8 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
9 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
10 or claim involved.

11 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
12 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
13 third party claims.

14 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
15 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
16 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

17 **ARTICLE 7**

18 **INSURANCE**

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

26 7.1.1. Workers' Compensation:
27
28

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

6 7.1.2 Commercial General Liability:

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

14 7.1.3 Vehicle Liability:

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

20 7.1.4 Course of Construction Insurance:

21 During the full term of construction, CONTRACTOR shall purchase and maintain or cause to be
22 maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood
23 for the entire PROJECT, if applicable, including coverage for materials and supplies located on and
24 offsite but to be part of, or used in the construction of, the completed PROJECT. Policy shall also include
25 as insured property, scaffolding, falsework, and temporary buildings located on the PROJECT site, and
26 the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and
27 temporary buildings separately, evidence of such separate coverage shall be provided to the
28

1 AUTHORITY prior to the start of the work. The Course of Construction coverage limit of insurance shall
2 equal or exceed the highest values exposed to loss at any one time during the project term. Policy shall
3 waive subrogation in favor of all of the AUTHORITY, Agencies, Districts, Special Districts, and
4 Departments of the County of Riverside, their respective directors, officers, Board of Commissioners,
5 Board of Supervisors, employees, elected or appointed officials, agents or representatives.

6 7.1.5 General Insurance Provisions - All lines:

- 7 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State
8 of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
9 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
10 Manager waives a requirement for a particular insurer such waiver is only valid for that
11 specific insurer and only for one policy term.
- 12 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage
13 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
14 such retention shall have the prior written consent of the County Risk Manager before the
15 commencement of operations under this Agreement. Upon notification of self-insured
16 retention unacceptable to the AUTHORITY, and at the election of the Country's Risk
17 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured
18 retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which
19 guarantees payment of losses and related investigations, claims administration, and defense
20 costs and expenses.
- 21 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
22 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and
23 certified original copies of Endorsements effecting coverage as required herein, and 2) if
24 requested to do so orally or in writing by the County Risk Manager, provide original
25 Certified copies of policies including all Endorsements and all attachments thereto,
26 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
27 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
28

1 written notice shall be given to the AUTHORITY prior to any material modification,
2 cancellation, expiration or reduction in coverage of such insurance. In the event of a
3 material modification, cancellation, expiration, or reduction in coverage, this CONTRACT
4 shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date,
5 another properly executed original Certificate of Insurance and original copies of
6 endorsements or certified original policies, including all endorsements and attachments
7 thereto evidencing coverage's set forth herein and the insurance required herein is in full
8 force and effect. *CONTRACTOR shall not commence operations until the AUTHORITY*
9 *has been furnished original Certificate (s) of Insurance and certified original copies of*
10 *endorsements and if requested, certified original policies of insurance including all*
11 *endorsements and any and all other attachments as required in this Section, showing that*
12 *such insurance is in full force and effect. An individual authorized by the insurance carrier*
13 *to do so on its behalf shall sign the original endorsements for each policy and the*
14 *Certificate of Insurance.*4) It is understood and agreed to by the parties hereto that the
15 CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S
16 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
17 not be construed as contributory.

18 5) If, during the term of this CONTRACT or any extension thereof, there is a material change
19 in the scope of services; or, there is a material change in the equipment to be used in the
20 performance of the scope of work; or, the term of this CONTRACT, including any
21 extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust
22 the types of insurance and the monetary limits of liability required under this Construction
23 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
24 insurance carried by the CONTRACTOR has become inadequate.

25 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
26 subcontractors working under this CONTRACT.
27
28

1 7) The insurance requirements contained in this CONTRACT may be met with a program(s)
2 of self-insurance acceptable to the AUTHORITY.

3 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any
4 incident or event that may give rise to a claim arising from this CONTRACT.

5 **ARTICLE 8**

6 **PROJECT CLOSEOUT**

7 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY
8 shall receive a certificate from CONTRACTOR that such portion of the PROJECT is ready for occupancy
9 or use, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only
10 when the WORK, including all phases thereof, is finally completed, and all requirements of this
11 CONTRACT have been satisfied. AUTHORITY shall cause the Notice of Completion to be recorded in
12 the office of the County Recorder.

13 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the
14 AUTHORITY has received the following:

15 1. A Certificate of Completion executed by the AUTHORITY.

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

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

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

27

28

1 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) days period for
2 filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR of
3 final acceptance of the PROJECT and make the final 5% retention payment, less any amounts which the
4 AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this Construction
5 Contract , including liquidated damages.

6 **ARTICLE 9**

7 **APPLICABLE LAWS AND REGULATIONS**

8 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,
9 HUD, the AUTHORITY and the Contractor each agree to comply with the following provisions:

10 9.1.1 Executive Order 11246.

11 For all construction contracts awarded in excess of \$10,000 by AUTHORITY, CONTRACTOR hereby
12 agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment
13 Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in
14 Department of Labor Regulations (41 CFR Chapter 60).

15 9.1.2 Copeland "Anti-Kickback Act"

16 For all construction or repair contracts awarded by the AUTHORITY, CONTRACTOR hereby agrees to
17 comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor
18 Regulations (29 CFR Part 3).

19 9.1.3 Davis-Bacon Act

20 For all construction contracts awarded by AUTHORITY in excess of \$2,000, when required by Federal
21 Grant Program legislation, CONTRACTOR hereby agrees to comply with the Davis-Bacon Act (40
22 U.S.C, 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). A
23 prevailing wage rate including basic hourly rate and any fringe benefits) determined under State law shall
24 be inapplicable to a contract or AUTHORITY performed work item for the development, maintenance,
25 and modernization of a project (24 CFR Part 965.101).

26 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107
27
28

1 For all construction contracts awarded by the AUTHORITY in excess of \$2,000, and for other contracts
2 which involve the employment of mechanics or laborers awarded in excess of \$2,500, CONTRACTOR
3 agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-
4 330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

5 9.1.5 Clean Air Act.

6 For all contracts in excess of \$100,000, the CONTRACTOR hereby agrees to comply with all applicable
7 standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h),
8 Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental
9 Protection Agency regulations (40 CFR 15).

10 9.1.6 Energy Policy and Conservation Act.

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

14 9.1.7 Labor Code Section 1861 Certification

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

20 9.1.8 Government Standards.

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

1 **ARTICLE 10**

2 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

3 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
4 makes the following assurances, where applicable:

5 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
6 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

7 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
8 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
9 denied the benefits of, or subjected to, discrimination under any program or activity which receives
10 federal financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and
11 its subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
12 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
13 seq.).

14 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
15 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
16 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
17 services, including in any way making unavailable or denying a dwelling to any person because of race,
18 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that
19 CONTRACTOR administer all programs and activities, which are related to housing and community
20 development, in such a manner as affirmatively to further fair housing.

21 10.1.4 Age Discrimination Act of 1975.

22 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

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

25 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly
26 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended
27 or ineligible contractor.

1 10.1.8 That none of the personnel who are employed in the administration of the WORK required
2 by this CONTRACT shall, in any way or to any extent, be engaged in conduct of political activities in
3 violation of Title V, Chapter 15, of the United States Code.

4 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
5 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
6 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
7 provision of law and each clause, which is required by law to be inserted in this CONTRACT, shall be
8 deemed to have been inserted herein, and this CONTRACT shall be read and enforced as though such
9 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such
10 provision is not inserted or is inserted incorrectly, this CONTRACT shall forthwith be physically
11 amended to make such insertion or correction upon the application of either part.

12 **ARTICLE 11**

13 **HUD SECTION 3 REQUIREMENTS**

14 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
15 included as a part of this CONTRACT.

16 11.1.1 The work to be performed under this CONTRACT is subject to the requirements of section
17 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The
18 purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD
19 assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed
20 to low- and very low-income persons, particularly persons who are recipients of HUD assistance.

21 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
22 implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that
23 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
24 Part 135 regulations.

25 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers
26 with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a
27 notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments
28

1 under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where
2 both employees and applicants for training and employment positions can see the notice. The notice shall
3 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name
4 and location of the person(s) taking applications for each of the positions; and the anticipated date the
5 work shall being.

6 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
7 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
8 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
9 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
10 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
11 in violation of the regulations in 24 CFR Part 135.

12 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training
13 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)
14 with persons other than those to whom the regulations of 24 CFR Part 135 require employment
15 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24
16 CFR Part 135.

17 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
18 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
19 contracts.

20 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing
21 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)
22 also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the
23 greatest extent feasible, (i) preference and opportunities for training and employment shall be given to
24 Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian
25 organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the
26 provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible,
27 but not in derogation of compliance with section 7(b).

1 **ARTICLE 12**

2 **BREACH AND TERMINATION**

3 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
4 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
5 of defective work or improper materials.

6 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
7 Clause 32 and 34.

8 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
9 5370 General Conditions, the AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
10 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
11 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
12 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
13 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
14 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
15 Contract Documents.

16 12.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior
17 to terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR
18 shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent
19 construction work encompassing part of the PROJECT. Upon termination, the AUTHORITY may take
20 possession of the PROJECT and all materials, equipment, tools and construction equipment and
21 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
22 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
23 receive any further payment under this CONTRACT.

24 12.4 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies against
25 the CONTRACTOR by exercising its right of termination under this section.

26 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
27 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
28

1 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
2 a change of venue in such proceedings to any other county.

3 **ARTICLE 13**

4 **MISCELLANEOUS PROVISIONS**

5 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
6 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
7 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
8 he/she shall promptly give notice in writing to AUTHORITY of such variance.

9 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
10 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
11 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
12 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
13 may at the option of the AUTHORITY, be canceled and ordered from another source, if, in the opinion of
14 the Contracting Officer, it is in the best interests of the AUTHORITY to do so.

15 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
16 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
17 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
18 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
19 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
20 CONTRACT.

21 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
22 General Conditions shall prevail. In the event of duplication of provisions between the HUD 5370
23 General Conditions and the Supplemental General Conditions, the most stringent provision shall prevail.
24 In the event of a conflict between the contract and any applicable state or local law or regulation, the state
25 or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict
26 with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such
27 a conflict, applicable federal law, regulation, and Executive Order shall prevail.

1 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
2 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
3 represent that they have the authority to bind each respective party to the performance of its obligation
4 hereunder.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Construction Contract this ____ day of _____, 2013.

3 (to be filled in by Clerk of the Board)

4
5
6 **Housing Authority of the County of Riverside Contractor**

7
8
9 _____
10 John J. Benoit, Chairman
11 Board of Commissioners

By:
Its:
License #

12 **Attest:**
13 Kecia Harper-Ihem
14 Clerk of the Board

15 _____
16 Deputy

17 **Approved As To Form:**
18 Pamela J. Walls
19 County Counsel

20 _____
21 Marsha Victor, Principal Deputy County Counsel
22
23
24
25
26
27
28

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“HUD Form 5370”

ATTACHMENT J

(behind this page)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

-
- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

“General Wage Decision Number”

ATTACHMENT K

General Decision Number: CA180028 01/05/2018 CA28

Superseded General Decision Number: CA20170028

State: California

Construction Type: Residential

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

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2018

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

“Directions for Preparation of Performance and Payment Bond”

ATTACHMENT L

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it shall appear in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the notice of award.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
 - a. Subsequent to the Notice of Intent to Award and within 10 days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

INVITATION FOR BIDS (IFB) NO. 2018-001
SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD

- b. On each such bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to each bond.

- c. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may designate, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

Bonding assistance to small construction contractors is authorized by Section 911 of the Housing and Urban Development Act of 1970. The Act authorizes the Small Business Administration to provide a 90% guarantee on contracts of \$1,000,000 or below to any surety company which will provide bid, payment, or performance bonds to the small construction contractor. This "Bonding Assistance" will help the small construction contractor obtain bonding, but will not affect bonding rates. The Contractor will pay 100% of the bonding costs for the amount bid. No contract will be executed without the required bonding. The cost of the performance and payment bonds shall be included in the bid price.

These Directions are for the general guidance of the bidder/contractor and are not all-inclusive. It is the responsibility of the bidder/contractor to be familiar with all the bidding and contract requirements and the filling out of their documents.

~~~~~Intentionally Left Blank~~~~~

**INVITATION FOR BIDS (IFB) NO. 2018-001**  
**SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

---

**“Claims Resolution – Claims Up To \$375,000”**

**ATTACHMENT M**

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

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

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

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

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, RCHC shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within 60 days after RCHC issues its written statement.

Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with RCHC and CONTRACTOR sharing the mediator costs equally. RCHC and CONTRACTOR shall mutually agree to a mediator within 10

**INVITATION FOR BIDS (IFB) NO. 2018-001**  
**SEPTIC ABANDONMENT & SEWER LINE INSTALLATION AT 68685 CEDAR ROAD**

---

business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful to resolve all issues, the parts of the claim remaining in dispute shall be subject to other applicable legal procedures.

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

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

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