

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**



**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58)
MOBILE HOME UNITS IN MECCA & THERMAL
VARIOUS LOCATIONS IN MECCA & THERMAL, CA**

**Housing Authority of the County of Riverside (HACR)
5555 Arlington Avenue
Riverside, CA 9250**

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
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IFB INFORMATION AT A GLANCE

HACR 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 http://www.harivco.org/2. Scroll down and download IFB NO. 2018-002 ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS IN MECCA & THERMAL3. Download and save the IFB to your computer.
IFB RELEASE DATE:	January 31, 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 13, 2018 at 11:00 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 20, 2018 at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	March 1, 2018 at 2:00 PM 5555 Arlington Avenue Riverside, CA 92504 (Bids shall be delivered to the Housing Authority of the County of Riverside (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Bids shall be promptly opened in public at said address. Attention: Robert Lane)
NOTE: HACR 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

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INTRODUCTION

The Housing Authority of the County of Riverside (hereinafter, "HACR") is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families, within the County of Riverside. The HACR is headed by an Executive Director (hereinafter, "ED") and is governed by a five-person Board of Commissioners, (hereinafter, "BOC") and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR"), Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq. and the HACR's procurement policy.

Currently, the HACR maintains an inventory of 469 public housing units, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HACR also administers approximately 8,827 Tenant-Based Section 8 Vouchers, 80 Section 8 Moderate Rehabilitation Vouchers, 115 Shelter-Plus Care Vouchers, 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 557 Family Self Sufficiency (FSS) participants, and 48 Project-Based Rental Assistance Vouchers. The HACR currently has approximately 145 employees.

The HACR is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

On January 10, 2012, the HACR's Board of Commissioners adopted Resolution Nos. 2012-035, 2012-001 and 2012-005, authorizing the HACR to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside, the City of Coachella, and potentially the City of Norco. Therefore, the HACR's portfolio includes fund assets for the Low and Moderate Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty seven (57) parcels of land, with a total value of \$34.4 million and four (4) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

In keeping with its mandate to provide efficient and effective services, the HACR is now soliciting bids from qualified, licensed and insured entities to provide abatement of asbestos containing materials (ACM) and demolition services of fifty-eight (58) mobile home units in Mecca & Thermal, CA.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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1.0 HACR'S RESERVATION OF RIGHTS:

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

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(hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the HACR that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACR, but not the prospective bidder, of any responsibility pertaining to such issue.

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

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2.0 SCOPE OF WORK: The HACR is seeking bids from qualified, licensed and bonded entities to provide asbestos and lead paint abatement and demolition services of fifty-eight (58) mobile home units at scattered sites throughout Thermal and Mecca, in Eastern Riverside County.

As this is an ongoing program to qualify numerous applicants, all fifty-eight (58) addresses are not available for testing and demolition at this time. Additionally, some applicants may drop out of the program process, therefore, some previously listed addresses will be subject to change. The HACR will notify the winning bidder of confirmed available addresses in sets of five to ten (or in any increment the winning bidder prefers) and of any changes in previously confirmed addresses. The winning bidder may conduct their demolition schedule as they see fit, in any increments they prefer.

Therefore, the contractor shall quote the price for the demolition of a standard single-wide mobile home and a standard double-wide mobile home. As these units will vary in age, size and levels of disrepair, we are unable to provide the exact square footage of all units. Demolition is to include carports or any additions, legal or otherwise, attached to the mobile home. Outbuildings not attached to a mobile home are not a part of this bid.

The contractor shall also quote the abatement of all asbestos containing material (ACM) on a price per square foot basis.

2.1 Asbestos Abatement: Each bid shall include asbestos and lead paint abatement on a price per square foot basis in accordance with the Asbestos Survey Report for Multiple Sites in Mecca, Thermal, and Oasis, to be completed by Scott Morrison & Associates and provided to the winning bidder. The bid should include the price for abatement per all applicable laws of all asbestos containing material (ACM) for each mobile home unit that is noted in this report. All ACM must be disposed of in a licensed facility. Contractor may subcontract this work to a licensed asbestos abatement contractor if desired.

2.2 General Specifications of the Work:

2.2.1 The demolition and removal work under this IFB shall be performed at numerous sites to be determined, all located within an eight (8) mile radius in the Thermal and Mecca areas of the County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the abatement of any asbestos containing materials, (ACM), and demolition of the fifty-eight (58) mobile home units in strict conformance with all of the demolition contract documents and California state law.

2.2.2 Upon abatement of any asbestos containing materials, (ACM), and complete demolition of the mobile home, the contractor shall submit a breakdown of service provided and proof of disposal from the appropriate legal landfill(s).

2.2.3 Contractor to provide all materials, labor, tools, supplies transportation, landfill arrangements and other items necessary to complete the asbestos and lead removal or mitigation prior to the demolition of the fifty-eight (58) mobile home units in strict accordance with all Federal, State and Local laws.

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2.2.4 Contractor shall follow all applicable state laws and recommendations for safe removal and abatement of all asbestos containing material(s) (ACM) in every mobile home unit identified within the Asbestos Survey and Lead in Paint Report prepared by Scott Morrison & Associates (Report to be provided to the successful bidder).

2.2.5 Abatement must include the collection and disposal of all asbestos containing and contaminated materials (ACM) and subsequent cleaning of contaminated areas as required by all applicable laws prior to demolishing each mobile home unit. Abatement, collection and disposal must be performed in accordance with all applicable laws. Contractor is solely responsible for knowledge of and compliance to all applicable laws and regulations.

2.2.6 Contractor to secure all required permits and notifications as required by law. All fees for such permits and notifications are the responsibility of the Contractor. Contractor shall provide copies of all such permits and notifications to the HACR's Contracting Officer or his designee upon request.

2.2.7 Contractor to provide site security during all abatement operations.

2.2.8 Vacancy of the mobile homes will be ongoing with the final completion date anticipated to be August 31, 2018, therefore the Contractor will have thirty (30) days from this date to complete the demolition of all remaining vacant mobile homes.

2.2.9 Contractor shall legally dispose of any and all debris and material and pay any disposal fees required. Contractor will provide the HACR with copies of any documents evidencing the ultimate disposition of all demolition debris, including items sold as salvage.

2.3 Prevailing Wage: All bidders are notified that this is a mandatory State Prevailing Wage job and that certified payroll will be required. See Attachment E for information on current California prevailing wages applicable to this project.

2.4 Field Verification: All bidders are responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the demolition project.

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

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- 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 the HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the HACR.
- 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. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR at least five (5) 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 attached contract documents.

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3.0 BID FORMAT:

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

3.1.1 Tabbed Bid Submittal. As may be further described herein, the HACR intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the HACR can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACR 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 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.
	Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that the HACR can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

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

Tab No.	Description
1	Form of Non-Collusive Affidavit: This Form is attached to this IFB document as Attachment D. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully

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	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 B. 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 HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This requested information is detailed in the Profile of Firm Form. This Form MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR 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 B)</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	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HACR 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 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 the HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with the HACR and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard

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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 the HACR. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

- 3.3 State Prevailing Wage Determination:** This is a mandatory Prevailing Wage job. See Attachment E for a list of prevailing wage determinations that may apply to this project. The Contractor should verify that they are paying the correct wage rates for their employees by confirming with the State of California Dept. of Industrial Relations. CA DIR Website at www.dir.ca.gov
- 3.4 Public Works Registration Program:** SB 854 was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals. Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code). Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects. **Under the new program, contractors and subcontractors will be required to register before bidding and entering into public works contracts on state and local public works projects.** To implement the program, the DIR has established an online registration system (www.dir.ca.gov/Public-Works/PublicWorks.html) which went live on **July 1, 2014**. Only contractors who have registered through the program may bid on public works projects beginning **March 1, 2015** and may enter into public works contracts beginning **April 1, 2015. (See Update Below).**
- 3.5 Public Works Registration Program Update:** SB 96 was enacted on June 27, 2017. Amongst other things, the bill makes changes to Labor Code sections 1725.5, 1771.1 and 1773.3 and Public Contract Code section 4104. Moving forward, DIR notification of an award of a public project will only be required for projects greater than \$25,000 for construction, alteration, demolition, installation, or repair work, or projects greater than \$15,000 for maintenance work. The law also now requires that bidders provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- 3.6 Bid Submission:** All bids must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the County of Riverside (HACR)
Attention: Robert Lane, Contracting Coordinator
5555 Arlington Avenue
Riverside, CA 92504

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The package exterior must clearly include the following, "**IFB No. 2018-002 Asbestos Abatement & Demolition of Fifty-Eight (58) Mobile Home Units in Mecca & Thermal**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

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

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- 3.12 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between the HACR and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where 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.
- 3.13 Non-Mandatory Pre-bid Conference (Job Walk):** The scheduled job walk is not mandatory. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to give prospective bidders an understanding of the full scope of the job and the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference the HACR will conduct a brief overview of the IFB documents, including the attachments, as well as walk the job site. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. All attendees should bring a copy of the IFB documents to this conference; the HACR **will not** distribute any copies of the IFB documents.
- 3.14 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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**INVITATION FOR BIDS (IFB) NO. 2018-002
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4.0 BID EVALUATION:

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

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

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

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

4.3.1 Responsible Bidder Requirements:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;

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- 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).

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

- Copies of financial statements, credit bureau reports, lines of credit and/or account balances with the successful bidder's financial institutions and/or a breakdown of his/her material costs.
- Copies of any business audits or financial reports.
- Lists of other contracts completed and contact information on past customers.
- A list of all personnel and their requisite experience as it relates to this IFB that are currently available to work.

4.4 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.

4.5 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 the HACR pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACR or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from

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any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO 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. 2018-002
Housing Authority of the County of Riverside (HACR)
Attn: George Eliseo, Contracting Officer
5555 Arlington Avenue
Riverside, CA 92504**

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5.0 CONTRACT AWARD:

5.1 Lowest Responsive and Responsible Bidder: An award of a contract pursuant to this IFB, if determined to be in the best interest of the HACR to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

5.1.1 Basis for Determining Lowest Bid: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

5.2 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 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 the HACR, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment F).” Accordingly, the HACR has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HACR 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), the HACR will forward the contract to the HACR Board of Commissioners (BOC) 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 the HACR BOC, 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 the HACR pursuant to this IFB:

5.3.1 Contract Form: By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HACR will only execute agreements prepared by HACR which are substantially approved as to form and substance by HACR. The HACR 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 the HACR in writing during the bidding period (prior to the posted bid submittal deadline). HACR will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by the HACR to be in its best interests.

5.3.2 Assignment of Personnel: The HACR shall retain the right to demand and receive a change in personnel assigned to the work if the HACR believes that such change is in the best interest of the HACR 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 **thirty (30) calendar days** of **August 31, 2018**. The NTP is the written notification from the HACR

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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 HACR staff and the contractor have mutually agreed to commence construction, installation, erection, alteration, repair and/or 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 the HACR as liquidated damages, the sum of **\$300.00** for each day of delay.

5.4.2 Temporary Delay Possible: The HACR may withhold issuance of the NTP for a period not to exceed **ninety (90) calendar days** after the 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 HACR may pursue compensatory and/or liquidated damages under the contract.

5.5 Execution of the 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. The HACR may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HACR to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of the HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HACR.

5.6 Warranty: All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of "FINAL" acceptance by HACR.

5.6.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

5.6.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

5.6.3 Assignment of Warranty: Contractor shall assign any warranties and guarantees to HACR and provide the Contractor's Warranty for Labor and Installation to HACR along with all Manufacturers' Warranty documents.

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6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:

6.1.1 Upon issuance of the Notice of 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 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

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\$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, 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

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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 ***"C-21" – Building Moving/Demolition 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. The successful bidder will also need a ***"C-22 – Asbestos Abatement Contractor"*** license

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or that portion of the work may be subcontracted out in order to remove all asbestos containing material (ACM) within the fifty-eight (58) units.

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7.0 ADDITIONAL CONSIDERATIONS

- 7.1 Work on HACR Property:** If the successful bidder's work under the contract involves operation on HACR premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACR.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HACR. Also, any substitution of subcontractors must be approved in writing by HACR prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.
- 7.4 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)
 - 7.4.6** 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.)
 - 7.4.14** Immigration Reform & Control Act of 1986
 - 7.4.15** Fair Labor Standards Act (29 USC 201, et. seq.)

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8.0 RECAP OF ATTACHMENTS:

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

Attachment	Attachment Description
A	Form of Bid Form
B	Contractor / Subcontractor Designation Form
C	Form of Bid Bond
D	Form of Non-Collusive Affidavit
E	Prevailing Wage Determination List
F	HACR Sample Contract Form (please note that this contract is being given as a sample only--the HACR reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HACR determines is in its best interests to do so)
G	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)
H	Claims Resolution Policy – For Claims up to \$375,000

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**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 the HACR with the completed Bid Proposal.
- B. Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for the **(IFB# 2018-002) ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS IN MECCA & THERMAL** in strict accordance therewith and for the bid amount specified below:

Item #	Qty	Description	BASE BID Bid/Fee Amount
1	1 Unit	Demolition of one (1) single-wide mobile home unit as indicated in the scope of work and contract documents.	\$
2	1 Unit	Demolition of one (1) double-wide mobile home unit as indicated in the scope of work and contract documents.	\$
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. Asbestos Removal Pricing Amount:**

Abatement of all asbestos containing material (ACM) as indicated in the scope of work and contract documents. (price per sq. ft.)	\$ _____ per sq. ft.
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- E. Bid Guarantee:** Security in the sum of [ten percent (10%) of the **Total Base Bid** listed above **multiplied by 58**]: _____ Dollars (\$ _____), in the form of _____ is submitted.
- F. 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: _____
- G. 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 the Authority, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment

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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.

- H. Quantities:** The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the HACR. The HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HACR requires.
- I. Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- J. 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 no later than **THIRTY (30) CALENDAR DAYS after August 31, 2018.**
- K. 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 the Housing Authority of the County of Riverside (if applicable)

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

Other Projects

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

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

4. Banking Information: Bank Name: _____ Branch Location: _____
Account Name: _____

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

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

Signature Title Date

Print Name Email Address

Company Name Address (Street; City; State; Zip)

Office Phone Number Mobile Phone Number D.I.R. Registration Number

CSLB License Number CSLB License Designation Expiration Date

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

Signature Date Printed Name Company

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

CONTRACTOR DESIGNATION FORM (ATTACHMENT B)

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

(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)

(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. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

CONTRACTOR DESIGNATION FORM – (ATTACHMENT B) - CONTINUED

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

(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)

(12) Has your firm or any member of your firm been a part to litigation with a public entity?

Yes No

Initials _____

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

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes No

Initials _____

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

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes No

Initials _____

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

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?

Yes No

Initials _____

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

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?

Yes No

Initials _____

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

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?

Yes No

Initials _____

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

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?

Yes No

Initials _____

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

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR?

Yes No

Initials _____

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

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

Yes No

Initials _____

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

Yes No

Initials _____

Signature

Date

Printed Name & Title

Company

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.

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

“Form of Bid Bond”

(This Form must be fully completed and placed under Tab No. 2 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 Riverside Community Housing Corp., hereinafter called the "RCHC", 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 RCHC 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 RCHC the difference between the amount specified in said bid and the amount for which the RCHC 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. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

“Form of Non-Collusive Affidavit”

(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)

ATTACHMENT D

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

ss.

County of _____)

_____,
being first sworn, deposes and says:

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

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

Bidder is:

A Corporation

A Partnership

An Individual

Signature of Bidder

Printed Name _____

Printed Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____

My commission expires _____.

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

“Prevailing Wage Determination List”

ATTACHMENT E

All California Prevailing Wage Determinations can be found online using the following link:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS:

CRAFT: OPERATING ENGINEER

Group 1 Hourly: \$41.85 Fringes: \$25.89 Total: \$67.74

CRAFT: ASBESTOS AND LEAD ABATEMENT (LABORER)

Group 1 Hourly \$31.88 Fringes: \$19.09 Total: \$50.97

CRAFT: LABORER AND RELATED CLASSIFICATIONS (DEMOLITION)

Group 1 Hourly: \$32.34 Fringes: \$19.74 Total: \$52.08

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

“HACR Sample Contract”

ATTACHMENT F

(behind this page)

- 1 3. Representations, Certifications, and other Statements of Bidders (HUD-5369-A)
- 2 4. Bid Proposal, including:
 - 3 a. Form of Bid or Form of Quote, as applicable.
 - 4 b. Non-Collusive Affidavit
 - 5 c. Designation of Subcontractors
- 6 5. Payment and Performance Bonds
- 7 6. Davis-Bacon Prevailing Wage Decision No. _____
- 8 7. General Conditions for Construction Contracts. Public Housing Programs HUD-5370
- 9 (11/2006)
- 10 8. Supplemental General Conditions
- 11 9. Drawings and photographs
- 12 10. Specifications
- 13 11. Addenda

ARTICLE 2

STATEMENT OF PROJECT WORK

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

20 2.1.1. The full scope of Work is described in the Contract Documents and more specifically in
21 the approved plans and specifications.

22 2.1.2 All such Work shall be in strict accordance with the CONTRACT, specifications, addenda
23 thereto and the drawings included therein, all as prepared by AUTHORITY.

24 2.2 Site Conditions

25 Data provided in the specifications and drawings are believed to depict the conditions to be encountered
26 by the CONTRACTOR, but AUTHORITY does not guarantee such data as being all-inclusive or
27 complete in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and
28

1 all investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S
2 submission of its bid and execution of the CONTRACT constitutes its representation, acknowledgement
3 and agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a
4 careful and thorough examination, to its satisfaction of: the Contract Documents, and other information
5 provided by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements;
6 the visible conditions at the site and its surroundings, visible conditions of existing improvements and
7 their existing uses, and local conditions in the vicinity of the site; the status of any construction at the site
8 concurrently under construction; and all information concerning visible and concealed conditions above
9 and below the surface of the ground at the site and in existing improvements, including without limitation,
10 surveys, reports, data, as-built drawings of existing improvements and utility sources, that was either
11 provided by AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for
12 review in the public records.

13 **ARTICLE 3**

14 **TIME OF COMMENCEMENT AND COMPLETION**

15 3.1 Time for Completion

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

21 3.2 Liquidated Damages

22 3.2.1 If the CONTRACTOR fails to complete the PROJCT within the time specified in the
23 Contract, or any extension, as specified in the clause entitled Default (General Conditions HUD-5370
24 Clause No. 32), the CONTRACTOR shall pay to AUTHORITY as liquidated damages, the sum of
25 _____ for each day of delay. If different completion dates are specified in
26 the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed
27 on those parts or stages which are delayed. To the extent that the CONTRACTOR'S delay or
28

1 nonperformance is excused under another clause in this CONTRACT, liquidated damages shall not be
2 due AUTHORITY. The CONTRACTOR remains liable for damages caused other than by delay.

3 3.2.2 If AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting damage
4 will consist of liquidated damages until such reasonable time as may be required for final completion of
5 the PROJECT together with any increased costs occasioned AUTHORITY in completing the PROJECT.

6 3.2.3 If AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the resulting
7 damage will consist of liquidated damages until the PROJECT is completed or accepted.

8 **ARTICLE 4**

9 **CONTRACT SUM**

10 4.1 AUTHORITY shall pay the CONTRACTOR for the performance of the Work, subject to the
11 additions and/or deductions by Change Order(s) as provided in the CONTRACT, the sum of

12 _____
13 (Contract Sum).

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

17 4.1.1 All construction contracts for construction, alternation, or repair (including painting and
18 decorating) of public buildings or public works , in excess of \$2,000 in which federal funds are used, shall
19 be subject to Davis-Bacon Act (40 U.S.C, 276a to 276a-7) prevailing wage laws. CONTRACTOR
20 represents and warrants that s/he shall pay her/his employees and all individuals performing work, not
21 less than the prevailing wage rate as determined by the U.S. Department of Labor (www.wdol.gov).

22 Prevailing wage rates are amended/modified from time to time, and the most current wage decision is
23 available from AUTHORITY. CONTRACTOR shall abide by the Federal Labor Standards Provisions
24 (HUD-5370 Clause No. 46).

25 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use
26 taxes required by local codes, or any law existing or which may hereafter be adopted by federal, state or
27
28

1 governmental authority, taxing the materials, services required or labor furnished, and of any other tax
2 levied by reason of the Work to be performed hereunder.

3 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied him/herself
4 that the Contract Sum includes all labor and material increases anticipated throughout the duration of this
5 CONTRACT.

6 **ARTICLE 5**

7 **PROGRESS PAYMENTS**

8 5.1 Based upon applications for payment submitted by the CONTRACTOR to AUTHORITY, and
9 certificates for payment issued by the Architect/Consultant, if any, AUTHORITY shall make progress
10 payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions
11 of the Construction Documents.

12 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or
13 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for
14 payment requesting progress payment. Approved applications for progress payments will be paid by the
15 30th day of each month, provided that the application for payment has been submitted to AUTHORITY on
16 or before the first working day of the month.

17 **ARTICLE 6**

18 **INDEMNIFICATION AND HOLD HARMLESS**

19 6.1 CONTRACTOR shall indemnify and hold harmless AUTHORITY, County of Riverside, its
20 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
21 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and
22 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
23 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon
24 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
25 out of or in any way relating to this. CONTRACTOR shall defend at its sole expense and pay all costs
26 and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or
27 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

1 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
2 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the
3 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;
4 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
5 or circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

6 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
7 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action
8 or claim involved.

9 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or
10 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from
11 third party claims.

12 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this
13 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
14 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

15 **ARTICLE 7**

16 **INSURANCE**

17 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
18 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
19 cost and expense, the following insurance coverages during the term of this CONTRACT. As respects to
20 the insurance section only, AUTHORITY herein includes and refers to Riverside Community Housing
21 Corp., County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
22 directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed
23 officials, agents or representatives as Additional Insureds.

24 7.1.1. Workers' Compensation:

25 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall
26 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
27 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
28

1 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
2 subrogation in favor of AUTHORITY.

3 7.1.2 Commercial General Liability:

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

11 7.1.3 Vehicle Liability:

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

17 7.1.4 Course of Construction Insurance:

18 During the full term of construction, CONTRACTOR shall purchase and maintain or cause to be
19 maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood
20 for the entire PROJECT, if applicable, including coverage for materials and supplies located on and
21 offsite but to be part of, or used in the construction of, the completed PROJECT. Policy shall also include
22 as insured property, scaffolding, falsework, and temporary buildings located on the PROJECT site, and
23 the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and
24 temporary buildings separately, evidence of such separate coverage shall be provided to AUTHORITY
25 prior to the start of the work. The Course of Construction coverage limit of insurance shall equal or
26 exceed the highest values exposed to loss at any one time during the project term. Policy shall waive
27 subrogation in favor of all of AUTHORITY, Agencies, Districts, Special Districts, and Departments of
28

1 the County of Riverside, their respective directors, officers, Board of Commissioners, Board of
2 Supervisors, employees, elected or appointed officials, agents or representatives.

3 7.1.5 General Insurance Provisions - All lines:

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

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

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

22 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
23 subcontractors working under this CONTRACT.

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

26 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any
27 incident or event that may give rise to a claim arising from this CONTRACT.
28

1 **ARTICLE 8**

2 **PROJECT CLOSEOUT**

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

9 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when
10 AUTHORITY has received the following:

11 1. A Certificate of Completion executed by AUTHORITY.

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

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

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

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

27 **ARTICLE 9**

1 **APPLICABLE LAWS AND REGULATIONS**

2 9.1 24 CFR 85.36 (i), Procurement: Pursuant to this CFR as issued by the Office of the Secretary,
3 HUD, AUTHORITY and the Contractor each agree to comply with the following provisions:

4 9.1.1 Executive Order 11246.

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

9 9.1.2 Copeland "Anti-Kickback Act"

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

13 9.1.3 Davis-Bacon Act

14 For all construction contracts in excess of \$2,000, when required by Federal Grant Program legislation,
15 CONTRACTOR hereby agrees to comply with the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as
16 supplemented in Department of Labor Regulations (29 CFR Part 5). A prevailing wage rate including
17 basic hourly rate and any fringe benefits) determined under State law shall be inapplicable to a contract or
18 AUTHORITY performed work item for the development, maintenance, and modernization of a project
19 (24 CFR Part 965.101).

20 9.1.4 Contract Work Hours and Safety Standards Act Sections 103 and 107

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

25 9.1.5 Clean Air Act.

26 For all contracts in excess of \$100,000, the CONTRACTOR hereby agrees to comply with all applicable
27 standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h),
28

1 Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental
2 Protection Agency regulations (40 CFR 15).

3 9.1.6 Energy Policy and Conservation Act.

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

7 9.1.7 Labor Code Section 1861 Certification

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

13 9.1.8 Government Standards.

14 It is the responsibility of the CONTRACTOR to ensure that all items and services provided conform to all
15 local, State and Federal law concerning safety (CalOSHA) and environmental control (EPA and
16 California Pollution Regulations) and any other enacted ordinance, code, law or regulation. The
17 CONTRACTOR shall be responsible for all costs incurred for compliance with any such possible
18 ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given
19 to the CONTRACTOR for time or monies lost due to violations of any such ordinance, code, law or
20 regulations that may occur.

21 **ARTICLE 10**

22 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

23 10.1 CONTRACTOR agrees that s/he/it will comply with the following orders and directives, and
24 makes the following assurances, where applicable:

25 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action
26 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

27

28

1 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the
2 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,
3 denied the benefits of, or subjected to, discrimination under any program or activity which receives
4 federal financial assistance. AUTHORITY hereby extends this requirement to CONTRACTOR and its
5 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are
6 described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et.
7 seq.).

8 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-824), popularly known as the
9 Fair Housing Act, provides for fair housing throughout the United States and prohibits any person from
10 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage
11 services, including in any way making unavailable or denying a dwelling to any person because of race,
12 color, religion, sex or national origin. Pursuant to this statute, AUTHORITY requires that
13 CONTRACTOR administer all programs and activities, which are related to housing and community
14 development, in such a manner as affirmatively to further fair housing.

15 10.1.4 Age Discrimination Act of 1975.

16 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

17 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and
18 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

19 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly
20 or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended
21 or ineligible contractor.

22 10.1.8 That none of the personnel who are employed in the administration of the WORK required
23 by this CONTRACT shall, in any way or to any extent, be engaged in conduct of political activities in
24 violation of Title V, Chapter 15, of the United States Code.

25 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such
26 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive
27 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each
28

1 provision of law and each clause, which is required by law to be inserted n this CONTRACT, shall be
2 deemed to have been inserted herein, and this CONTRACT shall be read and enforced as though such
3 provision or clause had been physically inserted herein. If, through mistake or otherwise, any such
4 provision is not inserted or is inserted incorrectly, this CONTRACT shall forthwith be physically
5 amended to make such insertion or correction upon the application of either part.

6 **ARTICLE 11**

7 **HUD SECTION 3 REQUIREMENTS**

8 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby
9 included as a part of this CONTRACT.

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

15 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which
16 implement Section 3. As evidenced by the execution of this CONTRACT, CONTRACTOR certifies that
17 s/he/it is under no contractual or other impediment that would prevent her/him/it from complying with the
18 Part 135 regulations.

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

27

28

1 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to
2 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an
3 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is
4 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any
5 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found
6 in violation of the regulations in 24 CFR Part 135.

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

12 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,
13 termination of this CONTRACT for default, and debarment or suspension from future HUD assisted
14 contracts.

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

23 **ARTICLE 12**

24 **BREACH AND TERMINATION**

25 12.1 Waiver by AUTHORITY of any breach of this CONTRACT shall not constitute a waiver of any
26 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance
27 of defective work or improper materials.
28

1 12.2 Termination for Default (Cause) or Convenience as detailed in HUD 5370 General Conditions
2 Clause 32 and 34.

3 12.3 In addition to any right of termination reserved to AUTHORITY by Clause 32 or 34 of HUD
4 5370 General Conditions, AUTHORITY may terminate this CONTRACT if the CONTRACTOR is
5 adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or the
6 CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt
7 payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
8 regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in
9 accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the
10 Contract Documents.

11 12.3 AUTHORITY shall give the CONTRACTOR and his surety five (5) days written notice prior to
12 terminating this CONTRACT pursuant to this section, provided however, that the CONTRACTOR shall,
13 upon receipt of such notice, immediately stop the installation of improvements or other permanent
14 construction work encompassing part of the PROJECT. Upon termination, AUTHORITY may take
15 possession of the PROJECT and all materials, equipment, tools and construction equipment and
16 machinery owned by the CONTRACTOR and located at the PROJECT site and may finish the PROJECT
17 by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to
18 receive any further payment under this CONTRACT.

19 12.4 AUTHORITY shall not be deemed to have waived any of its other rights or remedies against the
20 CONTRACTOR by exercising its right of termination under this section.

21 12.5 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a
22 right or rights provided for by this CONTRACT shall be tried in a court of competent jurisdiction in the
23 County of Riverside, State of California, and the parties hereby waive all provisions of law providing for
24 a change of venue in such proceedings to any other county.

25 **ARTICLE 13**

26 **MISCELLANEOUS PROVISIONS**

27

28

1 13.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and
2 orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any
3 provisions of this CONTRACT are at variance with any such rule, law, regulation, ordinance or order,
4 he/she shall promptly give notice in writing to AUTHORITY of such variance.

5 13.2 The Contracting Officer, as defined in the General Conditions, must be notified in writing by the
6 CONTRACTOR within ten (10) days of any and all backordered materials and/or any incomplete
7 services, and the estimated delivery date. Unless otherwise stipulated in the Contract Documents, any
8 order that will take more than a maximum of ten (10) days past the original agreed upon delivery date,
9 may at the option of AUTHORITY, be canceled and ordered from another source, if, in the opinion of the
10 Contracting Officer, it is in the best interests of AUTHORITY to do so.

11 13.3 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,
12 clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or
13 section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid
14 judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or
15 unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this
16 CONTRACT.

17 13.4 In the event of a conflict between the HUD 5370 General Conditions and the Specifications, the
18 General Conditions shall prevail. In the event of duplication of provisions between the HUD 5370
19 General Conditions and the Supplemental General Conditions, the most stringent provision shall prevail.
20 In the event of a conflict between the contract and any applicable state or local law or regulation, the state
21 or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict
22 with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such
23 a conflict, applicable federal law, regulation, and Executive Order shall prevail.

24 13.5 The persons executing this CONTRACT on behalf of the parties warrant and represent that they
25 have the authority to execute this CONTRACT on behalf of each respective party and further warrant and
26 represent that they have the authority to bind each respective party to the performance of its obligation
27 hereunde
28

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to
2 execute this Construction Contract this ____ day of _____, 2018.

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

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

Contractor

7
8 _____
9 Chuck Washington, Chairman
10 Board of Commissioners

By:
Its:
License #

11
12 **Attest:**
13 Kecia Harper-Ihem
14 Clerk of the Board

15 _____
16 Deputy

17 **Approved As To Form:**
18 Gregory P. Priamos
19 County Counsel

20 _____
21 Synthia Gunzel, Deputy County Counsel

22
23
24
25
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27
28

**INVITATION FOR BIDS (IFB) NO. 2018-002
ASBESTOS ABATEMENT & DEMOLITION OF FIFTY-EIGHT (58) MOBILE HOME UNITS
IN MECCA & THERMAL**

“Directions for Preparation of the Performance and Payment Bonds”

ATTACHMENT G

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. 2018-002
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IN MECCA & THERMAL**

- 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.

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**INVITATION FOR BIDS (IFB) NO. 2018-002  
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IN MECCA & THERMAL**

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

**ATTACHMENT H**

This section is intended to help resolve disputes between the Parties related to this project. Such disputes shall be brought to the attention of the AUTHORITY 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 the AUTHORITY 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 the AUTHORITY; (b) payment by the AUTHORITY 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 the AUTHORITY. The CONTRACTOR shall furnish reasonable documentation to support the claim.

Upon receipt of a claim, AUTHORITY 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, the AUTHORITY 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 the AUTHORITY issues its written statement.

If the AUTHORITY fails to issue a written statement, the claim shall be deemed rejected in its entirety. A claim that is denied by reason of the AUTHORITY’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 the AUTHORITY’s written response, or if the AUTHORITY 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, the AUTHORITY 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, the AUTHORITY 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 the AUTHORITY issues its written statement.

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IN MECCA & THERMAL**

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