

CITY OF RANCHO MIRAGE HOUSING AUTHORITY

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 324-4511**

**REQUEST FOR PROPOSALS
FOR
PARKVIEW VILLAS CONSTRUCTION SERVICES**

**ISSUED:
MAY 22, 2014**

TABLE OF CONTENTS

ANNOUNCEMENT.....	1
PROPOSALS/OFFER SUBMITTAL.....	1
SCOPE OF SERVICES.....	1
GENERAL INSTRUCTIONS FOR SUBMITTAL.....	2
PROPOSAL FORMAT AND CONTENT.....	4
AWARD OF CONTRACT.....	5
PAYMENT BOND.....	6
EXHIBIT "A" (SITE PLAN).....	7
EXHIBIT "B" (AGREEMENT FORM).....	8

CITY OF RANCHO MIRAGE HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR
PARKVIEW VILLAS CONSTRUCTION SERVICES

ANNOUNCEMENT:

The City of Rancho Mirage Housing Authority ("Housing Authority") invites proposals from qualified, competent, knowledgeable, and experienced construction companies that will provide full-service construction services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP") at Parkview Villas located at 71-740 San Jacinto Drive in Rancho Mirage, California, the Site Plan for which is attached hereto and incorporated herein by this reference as **Exhibit "A,"** in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP. Parkview Villas is an 82-unit housing complex comprised of 41 one-bedroom units and 41 two-bedroom units, which range in size from approximately 875 square feet to 990 square feet. There are 16 residential buildings and a Clubhouse.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **2 p.m. on June 9, 2014**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR CONSTRUCTION SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

City of Rancho Mirage Housing Authority
Attn: Sean Smith, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

SCOPE OF SERVICES:

The selected firm shall provide to the Housing Authority all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Parkview Villas 82 Units and Clubhouse

- Remove and replace garage/carport number signs
- Remove and replace unit number signs
- Remove and replace building signs
- Remove and replace front and rear patio lighting fixtures
- Remove and replace carport and garage flood lights
- Repair and prepare all exterior for painting

- Paint exterior of all structures with a four color scheme
- Remove and replace roof flashing as needed
- Install parking stops in all stalls

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal

The proposer shall submit one (1) original and three (3) copies by 2:00 p.m. (Pacific Standard Time), June 9, 2014, to:

City of Rancho Mirage Housing Authority
Attn: Sean Smith, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time

Proposals submitted after 2:00 p.m. on June 9, 2014, may, at the sole discretion of the Housing Authority, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by Housing Authority staff upon receipt. At the discretion of the Housing Authority, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The Housing Authority shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, "**SEALED BID FOR CONSTRUCTION SERVICES- DO NOT OPEN WITH REGULAR MAIL.**" Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the Housing Authority and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the Housing Authority. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

Written comments from proposers must be received by no later than May 29, 2014 ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to Sean Smith, Housing Manager:

1. At Seans@RanchoMirageCA.gov, or
2. Via fax to (760) 324-8830, or
3. Via mail, as long as the correspondence is received and date stamped by the Housing Authority on or prior to the Addenda Due Date.

Submittal of written comments shall not be considered by the Housing Authority unless submitted in an approved method and prior to the Addenda Due Date. Written comments received via approved method and within the Addenda Due Date, if applicable, will be issued as addenda. Notwithstanding anything else herein, if it becomes necessary for the Housing Authority to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the Housing Authority. Addenda will also be posted and published on the City of Rancho Mirage ("City") website, www.ranchoirageca.gov, as well as everywhere else the RFP was originally posted and published. Though the Housing Authority shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the Housing Authority if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses

The Housing Authority shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the Housing Authority. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract

The proposer selected through this RFP shall be required to enter into the Agreement with the Housing Authority, in substantially the same form as the form attached hereto as **Exhibit "B."**

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed construction services work, similar to the work required in this RFP.
2. Background information of the proposer, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the proposer is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which you or your company is currently providing, or has recently provided, construction services similar to those required in this RFP. Include company names, beginning/end dates of

contracts, and names, titles and telephone numbers the Housing Authority can contact as references for you or your company.

D. Proposed Staffing and Project Organization

1. Discuss the staffing who would be assigned to work on the Housing Authority's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the Housing Authority.
4. Provide necessary organizational chart, if any, of the company as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the Housing Authority's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the Housing Authority you or your company would request from the Housing Authority in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the Housing Authority for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all construction service fees.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as staff resumes.

AWARD OF CONTRACT:

Following a review of the proposals, the Housing Authority shall determine whether to award the contract or to reject all proposals. The award of contract, if made, shall be to

the lowest responsible and responsive bidder as determined solely by the Housing Authority. At the time of contract award, the successful bidder shall hold a current and active Class B Contractor's License or all applicable Class C Contractor's Licenses issued by the State of California, as required to perform the work. Additionally, the Housing Authority reserves the right to reject any or all proposals, and to accept any bid or portion thereof, to waive any irregularity, all as may be required to provide for the best interests of the Housing Authority. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

PAYMENT BOND:

Depending on the cost of the project, the selected bidder may be required to post a payment bond as may be required by the Civil Code.

ADDITIONAL INFORMATION:

- A. There is no estimated budget for this project.
- B. This is not a prevailing wage project.
- C. Job-walk date: please contact Sean Smith (see Page 1 of this RFP) to schedule an inspection of job site.
- D. There are a total of 164 decorative front and back patio fixtures; 70 carport and garage flood lights and 2 pool flood lights.
- E. How to address specifications for signs, lighting fixtures, paint, flashing and parking stops?
Match existing paint for signs and flashing. New decorative light fixtures and new four-color paint scheme as recommended by the bidder. There are no current parking stops, 95 are needed.
- F. Proposers must provide quotes for both 1 primer coat and 2 finish coats along with justification for preferred option.
- G. Duration of project is estimated to be less than two months.
- H. For plans or as-builts for this project, please refer to Site Plan (see **Exhibit A**).
- I. Flashing to be replaced shall be determined upon inspection. Should the condition of the roof prohibit proper flashing replacement, please make a note of such condition.
- J. Plan holders list: A list of all inquiries is maintained; unfortunately, there is no means to track internet downloads for this project.
- K. This project does not require a bid bond.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "A"
SITE PLAN
SEE ATTACHED

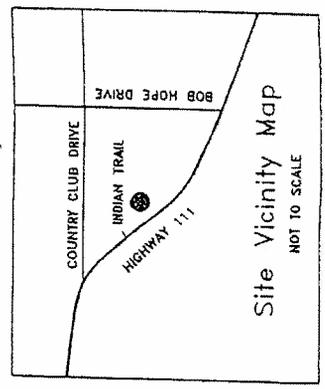
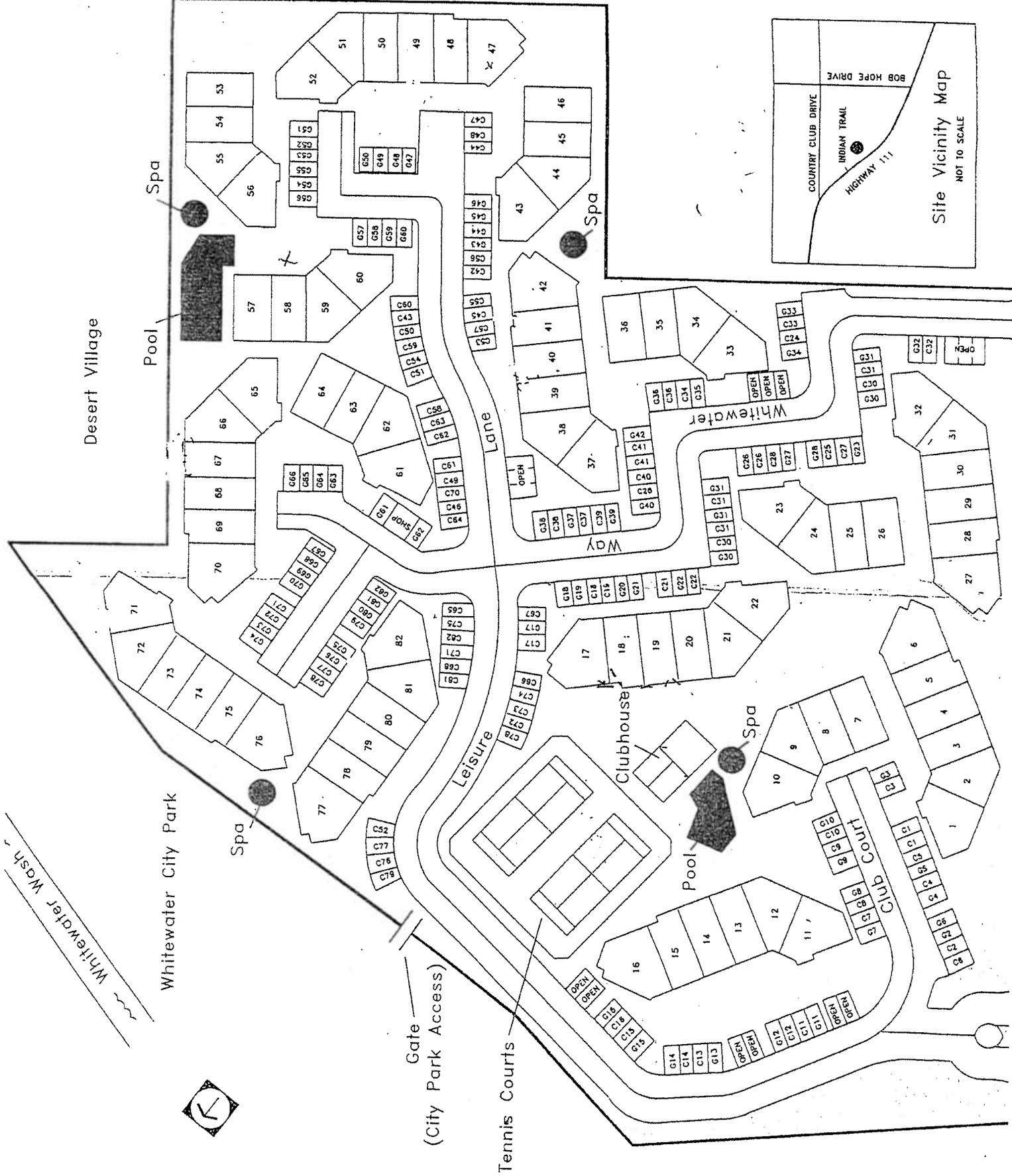


EXHIBIT "B"
AGREEMENT
SEE ATTACHED

**PUBLIC WORKS MINOR CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE HOUSING AUTHORITY
AND**

THIS PUBLIC WORKS MINOR CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Rancho Mirage Housing Authority, hereinafter referred to as "Housing Authority," and _____, a _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Housing Authority desires to retain Contractor, on an independent contractor basis, to perform services _____ as more particularly described below; and

WHEREAS, the Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation by Reference

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Project Information.

- Location: _____ as depicted in Contractor's proposal dated _____, 2014, and attached hereto and incorporated herein as Exhibit "A" ("Scope of Services" or sometimes "Project"). In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.
- Project description, including significant materials to be used and equipment to be installed: _____, in the City of Rancho Mirage, California, as set forth in the Scope of Services.
- License classification applicable to Project: _____
- Approximate start date: _____

- Approximate completion date: _____
- Substantial commencement of work evidenced by: Inspection and approval by Housing Authority Staff.
- It is expressly agreed that except for extensions of time duly granted by the Housing Authority, in writing, time shall be of the essence.

3. Contractor Information

- Address: _____
- License Number: _____

4. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until completion of performance and acceptance by the Housing Authority, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall further procure and maintain at its own expense, until completion of performance and acceptance by the Housing Authority, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until completion of performance and acceptance by the Housing Authority, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the Housing Authority. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the Housing Authority, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the Housing Authority provides written authorization to terminate the coverages following the Housing Authority's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the Housing Authority, and/or their officers, employees, servants, volunteers, agents and independent contractors.

5. Insurance Documentation

a. Contractor shall provide certificates of insurance with original endorsements to the Housing Authority as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Housing Authority on or before commencement of performance of this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to the Housing Authority at all times until completion of performance and acceptance by the Housing Authority.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the Housing Authority, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the Housing Authority, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the Housing Authority with at least thirty (30) days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the Housing Authority, and their officers, employees, servants, volunteers, agents and independent contractors.

6. Security

a. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a payment bond at no expense to the Housing Authority, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to _____ Dollars and No Cents (\$_____), as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. The surety on any and all bonds and the form thereof shall be satisfactory to the Housing Authority's General Counsel.

7. Compensation; Payments

a. Contractor shall be paid compensation not to exceed _____ Dollars and No Cents (\$ _____) for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials.

b. Contractor shall invoice the Housing Authority for the performance of the services under this Agreement in the amount agreed upon by the parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within 30 days of receipt by the Housing Authority, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the Housing Authority in accordance with the terms of this Agreement.

c. Pursuant to Public Contract Code section 9203, the Housing Authority shall retain no less than five percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the Housing Authority's acceptance of the work pursuant to this Agreement.

8. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the Housing Authority and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The Housing Authority's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The Housing Authority shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the Housing Authority unless the change order complies with this provision.

9. Term

Contractor will perform the services set forth in the Scope of Services and in any approved change orders pursuant to Section 1 of this Agreement, the term of which shall commence as of _____, and shall expire one year following the Housing Authority's acceptance of the work pursuant to this Agreement.

10. Independent Contractor

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to Housing Authority employees and not to independent contractors.

11. Civil Code Section 1542 Waiver

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. Acceptance of Work

Acceptance of the work shall be by action of the Housing Authority Board or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the Housing Authority of any defects in the work. From and after acceptance, the work shall be owned and operated by the Housing Authority. As a condition to acceptance, Contractor shall certify to the Housing Authority in writing that all of the work has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactory to the Housing Authority, guaranteeing such performance.

13. Warranty

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the Housing Authority by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the Housing Authority is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

b. If, in the opinion of the Housing Authority, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the Housing Authority or to prevent interruption of operations, the Housing Authority shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the Housing Authority's request for correction within a reasonable time as determined by the Housing Authority, the Housing Authority may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the Housing Authority will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

c. This section does not in any way limit the Housing Authority's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Housing Authority all appropriate guarantees or warranty certificates upon completion of the project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

14. Indemnification

a. Contractor shall defend, indemnify and hold harmless the Housing Authority, their officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Housing Authority, or their officers, agents, employees or volunteers.

b. The Housing Authority does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the Housing Authority, or the deposit with the Housing Authority, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the foregoing provisions of this section, Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the Housing Authority to furnish timely information or to approve or disapprove Contractor's work promptly, or by reason of delay or faulty performance by the Housing Authority, construction contractors, or governmental agencies, or by reason of any other delays beyond Contractor's control, or for which Contractor is without fault.

15. Default

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

16. Licenses, Certifications and Permits

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

17. Labor Laws

a. All work or services performed within the State of California pursuant to this Agreement by contractor, contractor's employees and independent contractors, or contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Documentation must be promptly submitted to the Housing Authority at any time, at the request of the Housing Authority, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this section.

18. Notices

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Housing Authority: Sean Smith, Housing Manager
City of Rancho Mirage Housing Authority
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) 770-3224
Facsimile: (760) 770-3261
Email: seans@RanchoMirageCA.gov

To Contractor: _____

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

19. General Conditions

a. Severability. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

c. Cumulative Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

d. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

e. Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the Housing Authority and Contractor. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the Housing Authority officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with the Housing Authority, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the Housing Authority.

i. Termination. This Agreement may be terminated by the Housing Authority immediately for cause. The Housing Authority may terminate this Agreement without

cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CITY OF RANCHO MIRAGE HOUSING
AUTHORITY**

Randal K. Bynder, Executive Director

By Its: _____

ATTEST:

Cynthia Scott, Board Secretary

APPROVED AS TO FORM:

Steven B. Quintanilla, General Counsel

EXHIBIT "A"
SCOPE OF SERVICE

SEE ATTACHED PROPOSAL
DATED _____

EXHIBIT "B"

PAYMENT BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage Housing Authority ("HOUSING AUTHORITY") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and No Cents (\$_____)**. HOUSING AUTHORITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by HOUSING AUTHORITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Title 15 of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with HOUSING AUTHORITY such amount as HOUSING AUTHORITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and HOUSING AUTHORITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety. This bond shall insure to the benefit of any and all of the persons named in Title 15 of California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should HOUSING AUTHORITY become a party to any action on this bond, that each will also pay HOUSING AUTHORITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 20__.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal
Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

General Counsel

City and State

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.