

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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FROM: Housing Authority

SUBMITTAL DATE:
May 25, 2011

SUBJECT: Award of Construction Contract for Installation of 20 Public Housing Air Conditioning Units

RECOMMENDED MOTION: The Board of Commissioners:

1. Approve the attached Construction Contract with D. Webb, Incorporated in the amount of \$123,446 for the installation of 20 dual pack air conditioning units at the public housing developments located at 3686, 3990, 3992 and 3974 Fort Drive, Riverside, CA 92509 and 975 East Williams Street, Banning, CA 92220;
2. Authorize the Chairman of the Board to execute the attached construction contract with D. Webb, Incorporated; and

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 123,446	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: N/A

SOURCE OF FUNDS: Department of Housing and Urban Development (HUD), Capital Fund Program	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Jennifer L. Sargent*
Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 5/17/11
 SAMUEL WONG
 Department of Finance
 DATE: 5/11/11
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 MARSHALL VICTOR

Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director, or designee, to take the necessary steps to implement the contract including execution of necessary and related documents.

BACKGROUND:

The Housing Authority advertised an Invitation to Bid for the replacement of 20 swamp coolers with the installation of 20 dual pack Air Conditioning and Heating Unit at the Public Housing Development located at 3686, 3990, 3992 and 3974 Fort Drive, Riverside, CA 92509 and 975 East Williams Street, Banning, CA 92220 with a closing date of March 10, 2011.

The five lowest responsive and responsible bids received are as follows:

1.	D. Webb, Inc.	\$123,446
2.	Q-Services Heating and Air Conditioning Inc.	\$136,295
3.	Arrowhead Mechanical	\$149,747
4.	Joe Putrino General Contractor Construction	\$151,200
5.	Crown Contracting	\$182,168

County Counsel reviewed and approved as to form the lowest bid submitted by D. Webb, Incorporated, except for two minor informalities, which the Housing Authority waived in accordance with the Department of Housing and Urban Development (HUD) Public Housing Procurement Manual, Section 6.12.D. Funding for this project is provided through (HUD) Capital Fund Program. Staff recommends award of the construction contract.

1 **CONSTRUCTION AGREEMENT**

2 **BY AND BETWEEN**

3 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

4 **AND D. WEBB, INC.**

5
6 This AGREEMENT made by and between the Housing AUTHORITY of the County of
7 Riverside, a body corporate and politic, hereinafter referred to as the "AUTHORITY", and D.
8 Webb Incorporated, hereinafter referred to as the "CONTRACTOR."

9 WITNESSED that the AUTHORITY and the CONTRACTOR, for the consideration
10 stated herein, mutually agree as follows:

11 A. The AUTHORITY is the owner of those certain real properties, located in the
12 County of Riverside, commonly known as the **3986, 3990, 3992, 3974 Fort Drive,**
13 **Riverside, CA 92509 and 975 East Williams Street, Banning, CA 92220,**
14 hereinafter referred to as the "PROPERTY."

15 B. The term "WORK," includes performance, as set forth in the Contract Documents
16 by the CONTRACTOR, of all work or improvements on, in and about the
17 PROPERTY.

18 C. AUTHORITY desires the CONTRACTOR to perform the WORK on the terms and
19 conditions hereinafter set forth, and CONTRACTOR agrees to perform said
20 WORK on the terms and conditions set forth below.

21
22 **ARTICLE 1**

23 **THE CONSTRUCTION CONTRACT**

24 1.1 The "Construction Contract" means and includes all of the "Contract Documents." The
25 Contract Documents which form the Construction Contract are incorporated herein by this
26 reference and are made a part of this Construction Contract as if fully set forth herein. The
27 Contract Documents consist of the following component parts:

- 28 1. Invitation for Bids

- 1 2. Instructions to Bidders (HUD-5369)
- 2 3. Representations, Certifications, and Other Statements of Bidders (HUD-5369-A)
- 3 4. Bid Proposal
- 4 a. The Bid
- 5 b. The Bid Bond
- 6 c. Non-collusive Affidavit
- 7 d. Designation of Subcontractors
- 8 5. Performance and Payment Bonds
- 9 6. Davis-Bacon Prevailing Wage Decision No. **CA100028 01/14/2011, Modification**
- 10 **No. 16**
- 11 7. General Conditions of the Contract (HUD-5370)
- 12 8. Special Conditions
- 13 9. This Construction Contract
- 14 10. Drawings/photographs
- 15 11. Specifications
- 16 12. Section 3 Certification
- 17 13. Hold Harmless

ARTICLE 2

STATEMENT OF WORK

2.1 Scope of Services

CONTRACTOR shall furnish all labor, material, equipment and services and perform and complete all WORK required for the project identified as **3986, 3990, 3992, 3974 Fort Drive, Riverside, CA 92509 and 975 East Williams Street, Banning, CA 92220**, for the AUTHORITY. CONTRACTOR shall perform all services on days and at hours not in conflict with the AUTHORITY's normal working hours.

- i. The full scope of WORK is more particularly described on **Attachment A** attached hereto and by this reference incorporated herein.
- ii. All such WORK shall be in strict accordance with the specifications and addenda

1 thereto and the drawings included therein, all as prepared by the AUTHORITY,
2 which said specifications and drawings are incorporated herein by reference and
3 made a part hereof.

4 2.2 Data provided in the specifications and drawings are believed to actually depict the
5 conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not
6 guarantee such data as being all-inclusive or complete in any respect. Nothing contained
7 herein shall relieve CONTRACTOR from making any and all investigations he/she may deem
8 necessary to apprise him/herself of the WORK. CONTRACTOR hereby accepts the location
9 of the PROJECT in an "as is" condition and herein warrants that all such investigations have
10 been performed by him/her, and hereby expressly waives any and all rights under this
11 Construction Contract, or in law, to additional compensation and/or time adjustments for
12 alleged unknown subsurface and/or latent conditions.

13 ARTICLE 3

14 TIME OF COMMENCEMENT AND COMPLETION

15 3.1 The WORK to be performed under this Construction Contract shall commence within
16 ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date
17 specified in the Notice, whichever is later, and shall be completed within **forty-five (45)**
18 **working days** following the date of said Notice to Proceed.

19 3.2 Liquidated Damages

20 a. If the CONTRACTOR fails to complete the WORK within the time specified in
21 the contract, or any extension, as specified in the clause entitled Default of this contract, the
22 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three**
23 **Hundred and 00/Dollars (\$300.00)** for each day of delay. If different completion dates are
24 specified in the contract for separate parts or stages of the WORK, the amount of liquidated
25 damages shall be assessed on those parts or stages which are delayed. To the extent that the
26 CONTRACTOR's delay or nonperformance is excused under another clause in this contract,
27 liquidated damages shall not be due the AUTHORITY. The CONTRACTOR remains liable
28 for damages caused other than by delay.

1 anticipated throughout the duration of this Construction Contract.

2 **ARTICLE 5**

3 **PROGRESS PAYMENTS**

4 5.1 Based upon Applications for Payment submitted by the CONTRACTOR to the
5 AUTHORITY, and certificates for payment issued by the Contractor, the AUTHORITY shall
6 make progress payments on account of the Contract Sum to the CONTRACTOR, as provided
7 in the General Conditions of the Construction Contract.

8 5.2 Approved applications for progress payment will be paid by the 30th day of each
9 month, provided that application for payment has been submitted to the AUTHORITY on or
10 before the first working day of the month.

11 **ARTICLE 6**

12 **INDEMNIFICATION AND HOLD HARMLESS**

13 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of
14 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
15 officers, Board of Supervisors, elected and appointed officials, employees, agents and
16 representatives (the "Indemnified Parties") from any liability whatsoever, including but not
17 limited to, PROPERTY damage, bodily injury, or death, based or asserted upon any services of
18 CONTRACTOR, its officer, employees, subcontractors, agents or representatives arising out of
19 or in any way relating to this Agreement and CONTRACTOR shall defend at its sole expense
20 and pay all costs and fees, including but not limited to, attorney fees, cost of investigation,
21 defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action
22 based upon such liability.

23 6.2 With respect to any action or claim subject to indemnification herein by
24 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their
25 choice and shall have the right to adjust, settle, or compromise any such action or claim without
26 the prior consent of AUTHORITY; provided, however, that any such adjustment, settlement or
27 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
28 indemnification to the Indemnified Parties as set forth herein.

1 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
2 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any
3 liability for the action or claim involved.

4 6.4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnified
6 Parties herein from third party claims.

7 6.5 In the event there is conflict between this clause and California Civil Code Section 2782,
8 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
9 relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent
10 allowed by law.

11 **ARTICLE 7**
12 **PROJECT CLOSEOUT**

13 7.1 Prior to occupancy of any dwelling unit, building, or other portion of the PROJECT,
14 the AUTHORITY shall receive a certificate from the CONTRACTOR that such portion of the
15 PROJECT is ready for occupancy and shall cause a Notice of Completion to be issued. A
16 Notice of Completion shall be issued only when the WORK, including all phases thereof, is
17 finally completed, and all requirements of this contract have been satisfied. The AUTHORITY
18 shall cause the Notice of Completion to be recorded in the office of the County Recorder.

19 7.2 After recordation of the Notice of Completion, and expiration of the thirty (30) day
20 period for filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify
21 the CONTRACTOR of final acceptance of the project, and make final payment of the entire
22 unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any
23 amounts which the AUTHORITY is entitled to receive from the CONTRACTOR under the
24 terms of this Contract, including liquidated damages.

25 7.3 In addition to all other requirements, a Notice of Completion shall be issued only when
26 the AUTHORITY has received the following:

- 27 1. A Certificate of Completion, executed by the AUTHORITY.
- 28 2. All guarantees and warranties issued by the manufacturers or installers of

1 appliances or other component parts of the project. CONTRACTOR guarantees that the
2 equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty,
3 will be free from defects in materials and workmanship for a period of one year following final
4 acceptance of the project.

5 3. The waiver and release of all liens, claims of liens, or stop notice rights of the
6 CONTRACTOR and all subcontractors, and the CONTRACTOR's Certificate and Release.

7 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste
8 materials, rubbish, tools, construction equipment, machinery, and surplus materials from the
9 project site. If the CONTRACTOR has failed to remove any of such items, the AUTHORITY
10 may remove such items, and the CONTRACTOR shall pay the AUTHORITY for all costs
11 incurred in connection with such removal.

12 **ARTICLE 8**

13 **BREACH AND TERMINATION**

14 8.1 Waiver by AUTHORITY of any breach of this Construction Contract shall not
15 constitute a waiver of any other breach or of any future breach. No payment made hereunder
16 shall be construed to be an acceptance of defective WORK or improper materials.

17 8.2 In addition to any right of termination reserved to the AUTHORITY by paragraph 34 of
18 the General Conditions of the Construction Contract (HUD Form 5370), the AUTHORITY
19 may terminate this contract if the CONTRACTOR is adjudged bankrupt, a receiver is
20 appointed because of the CONTRACTOR's insolvency, or the CONTRACTOR makes a
21 general assignment for the benefit of his/her creditors, fails to make prompt payment to
22 subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules,
23 regulations or orders of any public AUTHORITY having jurisdiction, fails to construct the
24 project in accordance with the Drawings and Specifications, or otherwise substantially violates
25 any provision of the Contract documents.

26 8.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written
27 notice prior to terminating this Contract, pursuant to this section, provided, however, that the
28 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of

1 improvements, or other permanent construction work encompassing part of the PROJECT.
2 Upon termination, the AUTHORITY may take possession of the PROJECT and all materials,
3 equipment, tools, and construction equipment and machinery owned by the CONTRACTOR
4 and located at the PROJECT Site and may finish the PROJECT by whatever method it may
5 deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further
6 payment under this Contract.

7 8.4 The AUTHORITY shall not be deemed to have waived any of its other rights of
8 remedies against the CONTRACTOR by exercising its right of termination under this section.

9 8.5 Any action at law or in equity brought by either of the parties hereto for the purpose of
10 enforcing a right or rights provided for by this Contract shall be tried in a court of competent
11 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
12 provisions of law providing for a change of venue in such proceedings to any other county.

13 **ARTICLE 9**

14 **MISCELLANEOUS PROVISIONS**

15 9.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations,
16 ordinances and orders of any governmental entity relating to the WORK. Should
17 CONTRACTOR become aware that any provisions of the Construction Contract is at variance
18 with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in
19 writing to the AUTHORITY of such variance.

20 9.2 It is hereby declared to be the intention of the parties that the sections, paragraphs,
21 sentences, clauses and phrases of this Contract are severable, and if any phrase, clause,
22 sentence, paragraph or section of this Contract shall be declared unconstitutional, invalid or
23 unenforceable by the valid judgment or decree of a court of competent jurisdiction, such
24 unconstitutionality, invalidity or unenforceability shall not affect any of the remaining clauses,
25 sentences, paragraphs and sections of this Contract.

26 9.3 In the event of any conflict between this Construction Contract and provisions of the
27 General Conditions of the Contract, the provisions in the Construction Contract shall govern.
28 In case of difference between the Technical Specifications and the Drawings, the Technical

1 Specifications shall govern. In case of any difference between the Special Conditions and
2 other provisions of the Construction Contract, or the Contract Documents, the provisions of the
3 Special Conditions shall govern. In the event of difference between the Contract or General
4 Conditions or Special Conditions or Instructions to Bidders, and the Technical Specifications
5 or General Requirements, the former documents shall govern.

6 9.4 The persons executing this Contract on behalf of the parties warrant and represent that
7 they have the authority to execute this Contract on behalf of each respective party and further
8 warrant and represent that they have the authority to bind each respective party to the
9 performance of its obligation hereunder.

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(Signatures on next page)

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IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract
on _____
(to be filled in by Clerk of the Board)

ATTEST: Housing Authority of the County of Riverside

Kecia Harper-Ihem
Clerk of the Board

Bob Buster, Chairman
Board of Commissioners

AGENCY COUNSEL

OWNER

By Marsha Victor 5/11/11
Marsha Victor, Deputy

By _____

Title _____

(SEAL)

License # _____

Address _____

Phone No. _____

1 ATTACHMENT A

2 SCOPE OF WORK

3 Housing AUTHORITY of the County of Riverside will secure necessary building permits
4 with Riverside County Planning & Building Departments.

5 LOCATION #1

6 3986, 3990, 3992 and 3974 #1-4 Fort Drive, Riverside, CA 92509

7 1. Remove existing evaporator cooler, roof jack and ductwork (CONTRACTOR to
8 dispose). In its place install a Energy Start rated 410A 14 seer 2 ½ ton Dual Package AC Unit
9 (electric/gas) 220 volt not to exceed 450 lbs. overall weight and a roof curb. Structural
10 specification for support for roof and unit are provided. See Structural Plan.

11 2. Install a fused disconnect at AC unit.

12 3. Unit condensate line to be ran to closest sewer roof vent pipe if possible or to be run to
13 the rear roof edge in a manner so water will not hit the building. Combine drains if applicable.

14 4. Install insulated duct work of appropriate size to all rooms.

15 5. Install curve type adjustable supply air register to all rooms at existing ceiling
16 openings.

17 6. Remove cooler switch from its circuit, cap-off wire, and install ivory blank cover plate
18 or new thermostat in its place.

19 7. Remove existing wall heater and cap-off gas line at this location and provide an access
20 cover. If capped in attic no provisions are necessary. Drywall over heater opening, mud, tape,
21 texture, and paint wall corner to corner with Dunn Edwards's Navajo white semi-gloss paint or
22 equivalent. At base of heater location install vinyl cove base where missing to match existing
23 cove base if needed.

24 8. Install return air register with filter in hallway off of kitchen by attic access. If attic
25 access needs to be utilized for return air, provide new attic access.

26 9. Gas service to new furnace section needs to be provided. A ¾" gas line currently
27 passes through the attic to other unit components. Intercept the gas line and provide a
28 connection point for the new a/c unit on the roof. Provide a roof pipe flashing, a gas flex line,

1 and a gas shut-off valve furnace of unit.

2 10. A 70 amp sub-panel is located in hallway by kitchen for power supply and new service
3 wires and proper sized breaker will need to be installed to new AC unit.

4 11. Install a user friendly programmable thermostat.

5 **LOCATION #2**

6 **975 East Williams Street Banning, CA 92220**

7 1. Remove all existing cooler ducts and install appropriate sized insulated a/c ducts in its
8 place.

9 2. Remove all room cooler air registers and replace with new appropriate sized adjustable
10 curved type registers.

11 3. Remove cooler 16"x16" supply duct in attic space to fixed duct where it penetrates 2"
12 floor ceiling and extends down wall to 1st floor ceiling. Attach new supply insulated duct to
13 this existing one to supply air to 1st floor. Place R-19 insulation to areas around existing duct
14 where it penetrates 2nd floor ceiling in attic area if disturbed or missing.

15 4. Remove existing evaporative cooler from roof jack (CONTRACTOR to dispose). In
16 its place install an Energy Star rated 14 seer 2 ½ ton dual Packaged AC unit (gas/electric) 220
17 volt and a compatible roof curb; unit not to exceed 450 lbs. overall weight. Engineered
18 structural specifications for roof support and roof curb are provided.

19 5. Provide fused disconnect at AC unit.

20 6. Unit condensate line to be run to closest sewer vent pipe if possible or be run to roof
21 edge and discharge over the edge in a manner so water will not hit the building (combine two
22 into one where possible).

23 7. Gas meters are located at each building (location shown on site plan) intercept at this
24 location and extend gas line to each unit on the exterior of building until penetration into the
25 attic space. Run piping through attic, then through the roof to service each ac unit. In all units
26 at rise to roof install a ¾" stub out for future use. Use appropriate size pipe for distance of
27 travel and install appropriate pipe roof flashing. Typical in Building #1 and #3 and half of
28 Building #2. At Building #2 the same process in done to feed the "E" unit; unit "F" and "G"

1 gas line will proceed through the roof of single story and up vertically of exterior wall to 2nd
2 floor of attic space of Unit "E". On all buildings where gas line is exposed vertically install a
3 metal galvanized channeled conduit over exterior gas line up the building to an included area
4 to penetrate into attic. Cover top and bottom of conduit and paint same color of stucco.

5 8. Remove cooler on/off switch from its circuit, cap-off wires, and install ivory blank
6 cover plate.

7 9. A 70 amp circuit sub-panel is located in first floor living room for power supply to AC
8 unit. Remove cooler circuit breaker and its services feed wires. Install appropriate 2 pole
9 breaker and rewire electrical service to new AC unit.

10 10. Remove existing wall heater (first and second floor) and cap-off gas line at this
11 location or in attic space. If capped at this location an access cover needs to be installed.
12 Drywall over heater opening, mud, tape, texture, prime, and paint wall. Paint wall corner to
13 corner with Dunn Edward's Navajo white semi-gloss or equivalent.

14 11. Install return air register/filter combination at ceiling location second floor stair
15 landing.

16 12. Install programmable thermostat at second floor hallway closest to return air duct.
17 Provide unit occupant with instructions in English and Spanish.

18 13. All demolition debris during construction shall be removed from the site daily and/or
19 placed in an appropriate container provided by the CONTRACTOR.

20 14. When applicable, all dirt waste during grading phase shall be hauled away unless
21 AUTHORITY has a place to dispose of it.