

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

129



FROM: Housing Authority

SUBMITTAL DATE:
December 27, 2012

SUBJECT: Air Conditioning Removal and Installation Project at Fairview Lake Townhomes

RECOMMENDED MOTION: The Board of Commissioners:

1. Accept and award the construction contract to the lowest responsive and responsible bidder, D. Webb, Inc., in the amount of \$83,739 for removal and installation of 16 HVAC units at Fairview Lake Townhomes;
2. Authorize the Chairman of the Board of Commissioners to sign the contract documents on behalf of the Housing Authority of the County of Riverside (HACR);

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 92,112	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

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

Jennifer L. Sargent
By: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 12/11/12
 Departmental Concurrence
 WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor* 12/13/12
 DATE: 12/13/12
 MARSHALL L. VICTOR

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ District: 1/1 Agenda Number: **10-1**

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$92,112;
4. Authorize the Executive Director, or designee, to administer the contract.

BACKGROUND:

The Housing Authority of the County of Riverside (HACR) advertised an Invitation for Bids for the removal and installation of 16 HVAC (heating, ventilation and air conditioning) units at Fairview Lake Townhomes located in Lake Elsinore at 33051 & 33091 Fairview Street, Lake Elsinore, CA 92530. The Energy Star rated units will assist in saving energy, resources, and continue the modernization of the Fairview Lake Townhomes.

The HACR advertised an Invitation for Bids (IFB) with a closing date of November 6, 2012. The Housing Authority received and opened seven bids. D. Webb, Inc. was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid documents and determined that D. Webb, Inc. was the lowest responsive and responsible bidder.

HACR staff recommends that the Board of Commissioners approve and award the construction contract between the HACR and D. Webb Incorporated in the amount of \$83,739 and approve the project budget as follows:

Construction Contract	\$ 83,739
Contingency (10%)	\$ 8,373
Total:	\$ 92,112

County Counsel has reviewed and approved as to form the attached contract.

FINANCIAL DATA:

The funding source for this activity is from the Housing & Urban Development (HUD) Capital Fund Program and does not involve the use of County General Funds.

Attachments:

1. Performance Bond
2. Payment Bond
3. Certificate of Insurance
4. Construction Contract

1 reference and are made a part of this Construction Contract as if fully set forth herein. The
2 Contract Documents consist of the following component parts:

- 3 1) Invitation for Bid (IFB No. 2012-005)
- 4 2) Davis-Bacon Prevailing Wage Decision No.: CA120028 Modification No. 14
5 11/02/2012
- 6 3) General Conditions of the Contract (HUD-5370)
- 7 4) Special Conditions
- 8 5) This Construction Contract
- 9 6) Drawings/Photographs (if applicable)
- 10 7) Specifications /Scope of Work
- 11 8) Section 3 Certification

12 **ARTICLE 2**

13 **STATEMENT OF WORK**

14 2.1 Scope of Services

15 CONTRACTOR shall furnish all labor, material, equipment and services and perform and
16 complete all WORK required for the project identified as the **A/C Removal and Installation**
17 **Project at Fairview Lake Townhomes as described in Exhibit "A,"** for the AUTHORITY.

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

- 19 i. The full scope of WORK is more particularly described on the approved plans and
20 specifications in Exhibit "A," attached hereto and incorporated by this reference.
- 21 ii. All such WORK shall be in strict accordance with the specifications and addenda
22 thereto and the drawings included therein, all as prepared by the AUTHORITY,
23 which said specifications and drawings are incorporated herein by reference and
24 made a part hereof.

25 2.2 Data provided in the specifications and drawings are believed to actually depict the
26 conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not
27 guarantee such data as being all-inclusive or complete in any respect. Nothing contained
28 herein shall relieve CONTRACTOR from making any and all investigations he/she may deem

1 necessary to apprise him/herself of the WORK. CONTRACTOR hereby accepts the location
2 of the PROJECT in an "as is" condition and herein warrants that all such investigations have
3 been performed by him/her, and hereby expressly waives any and all rights under this
4 Construction Contract, or in law, to additional compensation and/or time adjustments for
5 alleged unknown subsurface and/or latent conditions.

6 ARTICLE 3

7 TIME OF COMMENCEMENT AND COMPLETION

8 3.1 The WORK to be performed under this Construction Contract shall commence within
9 ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date
10 specified in the Notice, whichever is later, and shall be completed within **forty-five (45)**
11 **calendar days** following the date of said Notice to Proceed.

12 3.2 Liquidated Damages

13 a. If the CONTRACTOR fails to complete the WORK within the time specified in
14 the Contract, or any extension, as specified in the clause entitled Default of this Contract, the
15 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three**
16 **Hundred and 00/100 Dollars (\$300.00)** for each day of delay. If different completion dates
17 are specified in the contract for separate parts or stages of the WORK, the amount of liquidated
18 damages shall be assessed on those parts or stages which are delayed. To the extent that the
19 CONTRACTOR's delay or nonperformance is excused under another clause in this Contract,
20 liquidated damages shall not be due the AUTHORITY. The CONTRACTOR remains liable for
21 damages caused other than by delay.

22 b. If the AUTHORITY terminates the CONTRACTOR's right to proceed, the
23 resulting damage will consist of liquidated damages until such reasonable time as may be
24 required for final completion of the WORK together with any increased costs occasioned the
25 AUTHORITY in completing the WORK.

26 c. If the AUTHORITY does not terminate the CONTRACTOR's right to proceed,
27 the resulting damage will consist of liquidated damages until the WORK is completed or
28 accepted.

1 **ARTICLE 4**

2 **CONTRACT SUM**

3 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Contract,
4 subject to the additions and deductions by Change Order(s) as provided in the Contract
5 Documents, in current funds, the sum **Eighty Three Thousand Seven Hundred Thirty Nine**
6 **and 00/100 Dollars (\$83,739.00).**

7 a. All Contracts for construction, alteration, repair and painting, in excess of \$2,000,
8 in which federal funds are used, shall be subject to Davis-Bacon prevailing wage laws.
9 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all
10 individuals performing work, not less than the prescribed prevailing wage rate by the U.S.
11 Department of Labor or the California State Department of Industrial Relations, whichever is
12 higher. Prevailing wage rates are amended from time to time, and the most current wage
13 decision is always available from the AUTHORITY. CONTRACTOR shall abide by the
14 Federal Labor Standards Provisions (HUD-5370).

15 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales
16 and use taxes required by any local codes, or any law existing or which may hereafter be
17 adopted by federal, state or governmental authority, taxing the materials, services required or
18 labor furnished, and of any other tax levied by reason of the WORK to be performed
19 hereunder.

20 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied
21 himself/herself with said Contract Price which includes all labor and material increases
22 anticipated throughout the duration of this Construction Contract.

23 **ARTICLE 5**

24 **PROGRESS PAYMENTS**

25 5.1 Based upon Applications for Payment submitted by the CONTRACTOR to the
26 AUTHORITY, and certificates for payment issued by the CONTRACTOR, the AUTHORITY
27 shall make progress payments on account of the Contract Sum to the CONTRACTOR, as
28 provided in the General Conditions of the Construction Contract.

1 5.2 Approved applications for progress payment will be paid by the 30th day of each
2 month, provided that application for payment has been submitted to the AUTHORITY on or
3 before the first working day of the month.

4 **ARTICLE 6**

5 **INDEMNIFICATION AND HOLD HARMLESS**

6 6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of
7 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
8 officers, Board of Supervisors, elected and appointed officials, employees, agents and
9 representatives (individually and collectively hereinafter referred to as Indemnitees) from any
10 liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers,
11 employees, subcontractors, agents or representatives arising out of or in any way relating to this
12 Contract, including but not limited to property damage, bodily injury, or death or any other
13 element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its
14 officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.
15 CONTRACTOR shall defend at its sole expense, all costs and fees including, but not limited to,
16 attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any
17 claim or action based upon such alleged acts or omissions.

18 6.2 With respect to any action or claim subject to indemnification herein by
19 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their
20 own choice and shall have the right to adjust, settle, or compromise any such action or claim
21 without the prior consent of AUTHORITY; provided, however, that any such adjustment,
22 settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
23 indemnification to Indemnitees as set forth herein.

24 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
25 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any
26 liability for the action or claim involved.

1 6.4 The specified insurance limits required in this Contract shall in no way limit or
2 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees
3 herein from third party claims.

4 6.5 In the event there is conflict between this clause and California Civil Code Section 2782,
5 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
6 relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by
7 law.

8 **ARTICLE 7**

9 **PROJECT CLOSEOUT**

10 7.1 Prior to completion of the PROJECT, the AUTHORITY shall receive a certificate from
11 the CONTRACTOR that such portion of the PROJECT is ready for use and shall cause a
12 Notice of Completion to be issued. A Notice of Completion shall be issued only when the
13 WORK, including all phases thereof, is finally completed, and all requirements of this contract
14 have been satisfied. The AUTHORITY shall cause the Notice of Completion to be recorded in
15 the office of the County Recorder.

16 7.2 After recordation of the Notice of Completion, and expiration of the thirty (30) days
17 period for filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify
18 the CONTRACTOR of final acceptance of the PROJECT and make the final 5% retention
19 payment, less any amounts which the AUTHORITY is entitled to receive from the
20 CONTRACTOR under the terms of this Construction Contract, including liquidated damages.

21 7.3 In addition to all other requirements, a Notice of Completion shall be issued only when
22 the AUTHORITY has received the following:

- 23 a. A Certificate of Completion, executed by the AUTHORITY.
- 24 b. All guarantees and warranties issued by the manufacturers or installers of
25 appliances or other component parts of the project. CONTRACTOR guarantees
26 that the equipment, materials, and workmanship, not otherwise covered by a
27 guarantee or warranty, will be free from defects in materials and workmanship
28 for a period of one year following final acceptance of the project.

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

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

10 **ARTICLE 8**

11 **BREACH AND TERMINATION**

12 8.1 Waiver by AUTHORITY of any breach of this Construction Contract shall not
13 constitute a waiver of any other breach or of any future breach. No payment made hereunder
14 shall be construed to be an acceptance of defective WORK or improper materials.

15 8.2 In addition to any right of termination reserved to the AUTHORITY by paragraph 34 of
16 the General Conditions of the Construction Contract, the AUTHORITY may terminate this
17 contract if the CONTRACTOR is adjudged bankrupt, a receiver is appointed because of the
18 CONTRACTOR's insolvency, or the CONTRACTOR makes a general assignment for the
19 benefit of his/her creditors, fails to make prompt payment to subcontractor(s), or for material or
20 labor, persistently disregards laws, ordinances, rules, regulations or orders of any public
21 authority having jurisdiction, fails to construct the project in accordance with the Drawings and
22 Specifications, or otherwise substantially violates any provision of the Contract documents.

23 8.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written
24 notice prior to terminating this Contract, pursuant to this section, provided, however, that the
25 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of
26 improvements, or other permanent construction work encompassing part of the PROJECT.
27 Upon termination, the AUTHORITY may take possession of the PROJECT and all materials,
28 equipment, tools, and construction equipment and machinery owned by the CONTRACTOR

1 and located at the PROJECT Site and may finish the PROJECT by whatever method it may
2 deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further
3 payment under this Contract.

4 8.4 The AUTHORITY shall not be deemed to have waived any of its other rights of
5 remedies against the CONTRACTOR by exercising its right of termination under this section.

6 8.5 Any action at law or in equity brought by either of the parties hereto for the purpose of
7 enforcing a right or rights provided for by this Contract shall be tried in a court of competent
8 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
9 provisions of law providing for a change of venue in such proceedings to any other county.

10 **ARTICLE 9**

11 **MISCELLANEOUS PROVISIONS**

12 9.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations,
13 ordinances and orders of any governmental entity relating to the WORK. Should
14 CONTRACTOR become aware that any provisions of the Construction Contract is at variance
15 with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in
16 writing to the AUTHORITY of such variance.

17 9.2 It is hereby declared to be the intention of the parties that the sections, paragraphs,
18 sentences, clauses and phrases of this Contract are severable, and if any phrase, clause,
19 sentence, paragraph or section of this Contract shall be declared unconstitutional, invalid or
20 unenforceable by the valid judgment or decree of a court of competent jurisdiction, such
21 unconstitutionality, invalidity or unenforceability shall not affect any of the remaining clauses,
22 sentences, paragraphs and sections of this Contract.

23 9.3 In the event of any conflict between this Construction Contract and provisions of the
24 General Conditions of the Contract, the provisions in the Construction Contract shall govern.
25 In case of difference between the Technical Specifications and the Drawings, the Technical
26 Specifications shall govern. In case of any difference between the Special Conditions and
27 other provisions of the Construction Contract, or the Contract Documents, the provisions of the
28 Special Conditions shall govern. In the event of difference between the Contract or General

1 Conditions or Special Conditions or Technical Specifications or General Requirements, the
2 former documents shall govern.

3 9.4 The persons executing this Contract on behalf of the parties warrant and represent that
4 they have the authority to execute this Contract on behalf of each respective party and further
5 warrant and represent that they have the authority to bind each respective party to the
6 performance of its obligation hereunder.

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(Signatures on next page)

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2 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
3 representatives to execute this Construction Contract this ____ day of _____, 2012.

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

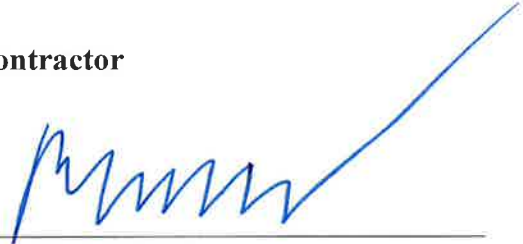
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7 **Housing Authority of the County of Riverside Contractor**

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10 _____
11 **John J. Benoit, Chairperson**
12 **Board of Supervisors**

By: David Webb
Its: President
License # 794667

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

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17 _____
18 Deputy

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19 **Approved As To Form:**
20 **Pamela J. Walls**
21 **County Counsel**

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22  12/3/12
23 **Marsha Victor, Deputy County Counsel**

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Exhibit "A"
Scope of Work

2.1 PUBLIC HOUSING DEVELOPMENT SITE LOCATION:

Item #	Public Housing Developments - Site Addresses
1	Fairview Lake Townhomes 33051 & 33091 Fairview Street Lake Elsinore, CA 92530

2.11 The project is located in unincorporated Riverside County.

2.2 Remove all roof mounted dual package air conditioners, supports and associated hardware – 16 units on 4 buildings (*the site plan and building plans reference Building 1 and Building 2; the buildings are connected by a breezeway*) – 14 are 2-story townhouse (890 s.f.) and 2 units are single story H/C (864 s.f.). Contractor to dispose of all materials and remove off-site daily.

2.3 Remove all ductwork in attic spaces in all 16 units. Contractor to leave intact the ceiling to attic adapter (supply box) in each room and reattach new duct and air supply registers to existing supply box.

2.4 Install sixteen (16) 2-1/2 ton roof mounted dual package-gas heater/air condition 14 SEER rated "energy star" criteria using R-410A refrigerant.

Item #	Qty	Description
1	16 Units	Removal and Installation of sixteen (16) AC Units

2.5 An adjustable pitched roof curb will be required for support of unit to allow for unit to be level from pitch of roof. All roof jacks, curbs, or any other roof penetration is to be properly sealed with appropriate roofing materials. Roof curb will be mounted over existing Plenum opening and supported by blocking if necessary. Existing Plenum to be cut back so supply and return air ducts can be reversed to accept new unit supply and return by use of appropriate flex duct material.

2.6 Provide and install all appropriate sized insulated type a/c ducting with the exception of metal ducting that penetrates between first and second floor levels that is permanently installed.

2.7 Provide appropriate sized 3 to 4 way louver adjustable blade supply air registers to all rooms in each apartment unit (living areas).

2.8 Install new return air register grill and filter in its existing location.

2.9 All units will have a new 7- day programmable thermostat installed at a location closest to the return air duct.

2.10 Replace electrical power disconnects and gas shut off valves that are located in the unit. Replace all flexible gas supply lines to heater.

2.11 All units have an electrical sub panel located inside the unit on the first floor where power is supplied to roof A/C unit. Install appropriate size circuit breaker to serve a/c unit and wiring if necessary.

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2.12 Unit condensation line to be attached to existing PVC pipe drain in which is connected to roof sewer vent pipe from bathroom located in attic space.

2.13 Contractor to field verify all sizes of units (BTU rating) and dimensions to install the lightest unit in weight (not to exceed 450 lbs.) and physical size to maintain a lowest profile possible and provide unit manufacturer with data sheet specifications with all equipment submittals.

2.14 Contractor to provide Home Energy Rating System (HERS) Program Testing by third party.

2.15 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 addenda duly issued and a copy of such addenda 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.