

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

343



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
June 28, 2011

**SUBJECT:** Installation of Kitchen Cabinets and Flooring Replacement for the Aladdin Street Public Housing Units in Indio

**RECOMMENDED MOTION:** The Board of Commissioners:

1. Approve the attached construction contract with Crown Contracting, Inc., in the amount of \$249,430 for the installation of kitchen cabinets and flooring replacement located at the public housing development 45-909 Aladdin Street Apartments, Indio, CA 92201;
2. Authorize the Chairman of the Board to execute the attached construction contract with Crown Contracting, Inc; and

(continued)

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 249,430	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** N/A

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

**C.E.O. RECOMMENDATION:**

**APPROVE**  
BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

On motion of Commissioner Buster, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit, and Ashley  
Nays: None  
Absent: Tavaglione  
Date: July 12, 2011  
xc: Housing Authority, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:** | **District:** 4 | **Agenda Number:** 10.1

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 SAMUEL WONG  
 Departmental Controller  
 DATE: 6/24/11  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marsha L. Victor*  
 MARSHA L. VICTOR  
 Policy  Consent   
 Policy  Consent   
 Dept't 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 installation of Kitchen Cabinets / Flooring Replacement for the Public Housing Development located at 45-909 Aladdin Street, CA 92201 with a closing date of May 23, 2011.

Bids are as follows:

1.	Crown Contracting, Inc	\$249,430
2.	Joe Putrino General Contractors	\$305,000

County Counsel reviewed and approved as to form the lowest bid submitted by Crown Contracting, Inc. Funding for this project is provided through the Housing & Urban Development (HUD) Capital Fund Program. Staff recommends award of the 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 Bids
- 4 2. Instructions to Bidders (HUD-5369)
- 5 3. Representations, Certifications, and Other Statements of Bidders (HUD-5369-A)
- 6 4. Bid Proposal
  - 7 a. The Bid
  - 8 b. The Bid Bond
  - 9 c. Non-collusive Affidavit
  - 10 d. Designation of Subcontractors
- 11 5. Performance and Payment Bonds
- 12 6. Davis-Bacon Prevailing Wage Decision No. **CA100028 04/15/2011, Modification**  
13 **No. 19**
- 14 7. General Conditions of the Contract (HUD-5370)
- 15 8. Special Conditions
- 16 9. This Construction Contract
- 17 10. Drawings/photographs
- 18 11. Specifications
- 19 12. Section 3 Certification
- 20 13. Hold Harmless

## 21 **ARTICLE 2**

### 22 **STATEMENT OF WORK**

#### 23 2.1 Scope of Services

24 CONTRACTOR shall furnish all labor, material, equipment and services and perform and  
25 complete all WORK required for the project identified as **45-909 Aladdin Street, Indio, CA**  
26 **92201**, for the AUTHORITY. CONTRACTOR shall perform all services on days and at hours  
27 not in conflict with the AUTHORITY's normal working hours.

- 28 i. The full scope of WORK is more particularly described on **Attachment A**

1 attached hereto and by this reference incorporated herein.

- 2 ii. All such WORK shall be in strict accordance with the specifications and addenda  
3 thereto and the drawings included therein, all as prepared by the AUTHORITY,  
4 which said specifications and drawings are incorporated herein by reference and  
5 made a part hereof.

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

### 15 ARTICLE 3

#### 16 TIME OF COMMENCEMENT AND COMPLETION

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

21 3.2 Liquidated Damages

22 a. If the CONTRACTOR fails to complete the WORK within the time specified in  
23 the contract, or any extension, as specified in the clause entitled Default of this contract, the  
24 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **Three**  
25 **Hundred and 00/Dollars (\$300.00)** for each day of delay. If different completion dates are  
26 specified in the contract for separate parts or stages of the WORK, the amount of liquidated  
27 damages shall be assessed on those parts or stages which are delayed. To the extent that the  
28 CONTRACTOR's delay or nonperformance is excused under another clause in this contract,

1 liquidated damages shall not be due the AUTHORITY. The CONTRACTOR remains liable  
2 for damages caused other than by delay.

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

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

#### 10 ARTICLE 4

#### 11 CONTRACT SUM

12 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the contract,  
13 subject to the additions and deductions by Change Order(s) as provided in the Contract  
14 Documents, in current funds, the sum of **two hundred forty nine thousand four hundred**  
15 **thirty dollars (\$249,430.00).**

16 a. All contracts for construction, alteration, repair and painting, in excess of \$2,000,  
17 in which federal funds are used, shall be subject to Davis-Bacon prevailing wage laws.  
18 CONTRACTOR represents and warrants that he/she shall pay his/her employees and all  
19 individuals performing work, not less than the prescribed prevailing wage rate by the U.S.  
20 Department of Labor or the California State Department of Industrial Relations, whichever is  
21 higher. Prevailing wage rates are amended from time to time, and the most current wage  
22 decision is always available from the AUTHORITY. CONTRACTOR shall abide by the  
23 General Condition of the Contract (HUD-5370).

24 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales  
25 and use taxes required by any local codes, or any law existing or which may hereafter be  
26 adopted by federal, state or governmental authority, taxing the materials, services required or  
27 labor furnished, and of any other tax levied by reason of the WORK to be performed  
28 hereunder.

1 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied  
2 himself/herself with said Contract Price which includes all labor and material increases  
3 anticipated throughout the duration of this Construction Contract.

4 **ARTICLE 5**

5 **PROGRESS PAYMENTS**

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

10 5.2 Approved applications for progress payment will be paid within 30 days upon receipt,  
11 provided that application for payment has been submitted to the AUTHORITY.

12 **ARTICLE 6**

13 **INDEMNIFICATION AND HOLD HARMLESS**

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

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

1 indemnification to the Indemnified Parties as set forth herein.

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

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

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

12 **ARTICLE 7**

13 **PROJECT CLOSEOUT**

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

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

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

- 28 1. A Certificate of Completion, executed by the AUTHORITY.





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

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

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

## 14 **ARTICLE 9**

### 15 **MISCELLANEOUS PROVISIONS**

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

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

27 9.3 In the event of any conflict between this Construction Contract and provisions of the  
28 General Conditions of the Contract, the provisions in the Construction Contract shall govern.

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

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

11 ///

12 ///

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14 ///

15 (Signatures on next page)

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1 IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on

2 JUL 12 2011

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

6 ATTEST:

Housing Authority of the County of Riverside

8 Kecia Harper-Ihem Deputy

10 Kecia Harper-Ihem  
11 Clerk of the Board

8 Bob Buster

10 Bob Buster, Chairman  
11 Board of Commissioners

13 AGENCY COUNSEL

13 OWNER

15 By Marsha Victor 7/6/11  
16 Marsha Victor

15 By Man Coy Burt

17 Title President

19 (SEAL)

19 License # 961841

21 Address 7311 Hopi Trail  
Yucca Valley, CA 92284

23 Phone No. 760-203-1733

1 ATTACHMENT A

2 SCOPE OF WORK

3 The full Scope of Work is as shown below and on the attached plans and specifications and, by this  
4 reference, said plans and specifications are incorporated into this document.

5  
6 **Housing Authority of the County of Riverside will secure necessary building permits with**  
7 **Riverside County Planning & Building Departments.**

8  
9 Unit Information:

10 All units will be occupied during installation.

11 All handicap units must meet current Americans with Disabilities Act (ADA) Requirements throughout  
12 all phases of work.

13 Unit 7 is the only **Handicap** dwelling = 1052 sq.ft.

14  
15 **Bldg. A: 10 Units - 2 Bed Room 1 Bath total sq.ft. – 866**

16 29 ln.ft. Kitchen cabinets & Formica counter top

17 6 ln.ft. Bath vanity cabinets & Formica counter top

18 198 sq. ft. of tile flooring

19  
20 **Bldg. B: 6 Units - 3 Bed Room 1 bath total sq.ft. - 1052**

21 43.6 ln.ft Kitchen cabinets & Formica counter top

22 5 ln.ft. Bath vanity cabinets & Formica counter top

23 218 sq. ft. of tile flooring

24  
25 **Bldg. C: 4 Units – 4 Bed Room 2 Bath total sq.ft. – 1334**

26 50 ln.ft. Kitchen cabinets & Formica counter top

27 5 ln.ft. & 3 ln.ft. Bath vanity & Formica counter top

28 309 sq.ft. of tile flooring

1 **Cabinet specifications:**

- 2 • All cabinets' bases, upper boxes, and interiors to be manufacture with 3/4" A1 Birch Plywood.
- 3 • Face frames may be birch /alder mixed.
- 4 • Cabinet doors to be birch/alder wood raised square paneled with finger pull edge detail and 1/4" backing MDF core material to prevent door racking.
- 5 • Drawer faces to be finger pull edge, birch /alder wood, and drawer boxes made of clean core plywood.
- 6 • Hardware – hinges semi concealed (wraparound) butt type for overlay doors drawer guides are epoxy-coated metal, self closing, and to prevent rebound when closed, and nylon-tired ball-bearing rollers.
- 7 • All exposed plywood edges concealed with 1/4 round trim (shelving).
- 8 • All ceiling cabinets to have crown molding, cabinet side scribe, and toe-kick (3/4" base shoe on toe kick).
- 9 • All surfaces to have 3 coats of clear pre-catalytic finish.
- 10 • Bath vanity cabinet to match kitchen style and materials.
- 11 • Counter tops to be Formica composite with bull nosed edge, back splash, and end caps all locations.

12 **Scope of Work:**

- 13
- 14 • Demo all cabinets, bath vanities, counter tops, garbage disposals, sinks, drains including p-trap, water supply angle stops, stoves, range and hoods, toilet, and VTC vinyl flooring and cove base.
- 15 • Reinstall all items listed in above sentence with all new products. All appliances' fixtures, valves will be replaced by same manufacturer or equivalent. Submittals of all items will be submitted at preconstruction meeting.
- 16 • Kitchen sink to be stainless steel two bowls (7" depth), 20 gauge, surface mount 3 holes for faucet.
- 17 • Price Pfizer two handle kitchen faucet (mfg #135-1000 and Handicap #134-1444 #143-6000) and bath vanity faucet (mfg. #142-6000) or equal.
- 18 • Bath vanity sink surface mount 17" x 20" Oval White China Lavatory 4" center.
- 19 • Toilet to be ultra low flow, pressure assist, dual flush type.
- 20 • Replace all sink supply and drain plumbing with new plumbing materials.
- 21 • Replace existing Braun 30" hood vent (7" vent pipe), Hot Point 30"gas stove (electronic ignition), and 1/3 hp garbage disposals.
- 22 • Repair walls prime and paint complete kitchen and bath area prior to cabinets installed. HA to provide paint.
- 23 • Remove all vinyl floor tile and cove base in kitchen, bath room, dining room and front entry.
- 24 • Prep and repair (including floor leveling and cracks) all floors where necessary. Install new ceramic 12" gloss finish floor tile (middle grade) with minimum 1/4" grout lines. Ceramic tiles and grout color to be submitted for HA approval. Seal all grout joints.
- 25 • Install matching ceramic tile base board around perimeter of all newly installed floor tile.
- 26 • Where tile meets carpet, new carpet z-metal transition needs to be replaced and carpet rolled over to meet tile or some other pre approved method.
- 27 • All work to be performed to all current codes, regulation, and construction practices.
- 28 • **Contractor to verify all cabinet and flooring dimensions in all apartments.**

1 • **Bid Deductive #1**

2 **Supply approximately 1,747sq. yds. of Carpet and Padding according to the following**  
 3 **specification for all ten apartment buildings.**

4 • **Padding Specifications:**

- 5 1. Film – Yes
- 6 2. Color – Color
- 7 3. Density – 6
- 8 4. FHA Class – 1
- 9 5. FHA – Green Label Certified
- 10 6. Meet or exceeds the Carpet & Rug institute’s Indoor Air Quality carpet cushion
- 11 7. 10 year warranty.
- 12 8. Product code:

<u>Product Code</u>	<u>R Value</u>	<u>Guage</u>
▪ BU5044	1.87	½
▪ BU5046	1.400	3/8
▪ BU5047	1.64	7/16

13 • **Carpet Specifications:**

- 14 ▪ Style PM126 Southern Shore
- 15 ▪ Pile Yarn Content 100% Polyester
- 16 ▪ Yarn Twists per inch 5.0 X 4.00
- 17 ▪ Fabric Type Textured Cut Pile
- 18 ▪ Fiber Treatment Everstrand polyester w/3M SG
- 19 ▪ Gauge 3/16
- 20 ▪ Pile Height 12/32
- 21 ▪ Stitches per inch 7.17
- 22 ▪ Certified Pile Weight 20.00 oz.
- 23 ▪ Total Weight 51.24 oz.
- 24 ▪ Dye Method Beck
- 25 ▪ Primary Backing Woven Polypropylene
- 26 ▪ Secondary Backing Woven Polypropylene
- 27 ▪ Pattern Repeat None
- 28 ▪ FHA information MEA # Not Certified
- Indoor Air Quality# GLP 7678
- Flammability Pill Test-16 CFR – 1630.4 (ff-1-70) Pass

- All demolition debris during construction shall be removed from the site daily and/or placed in an appropriate container provided by the contractor.

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 Aladdin\_Kitchen Cabinets.docx