

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

452



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
June 14, 2012

**SUBJECT:** Americans with Disabilities Act Accessible Path of Travel Project for El Dorado Gardens Apartments— Award of Construction Contract

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

1. Accept and award the construction contract to the lowest responsive and responsible bidder, TSR Construction and Inspection, Inc., in the amount of \$142,400 for the installation of a new Americans with Disabilities Act (ADA) accessible path of travel and landscape/irrigation improvements;
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  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 142,400	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

<b>SOURCE OF FUNDS:</b> Department of Housing and Urban Development, 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

County Executive Office Signature

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

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

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: July 3, 2012  
xc: Housing Authority, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

**10.2**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
DATE: 6/18/12  
BY: MARSHAL VICTOR  
FISCAL PROCEDURES APPROVED  
DATE: 6/21/12  
BY: SAMUEL WONG  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
Departmental Counsel

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

Housing Authority

Americans with Disabilities Act Accessible Path of Travel Project for El Dorado Gardens Apartments—  
Award of Construction Contract

June 14, 2012

Page 2

**RECOMMENDED MOTION: (Continued)**

3. Approve the total project budget of \$142,400; and
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 installation of a new accessible path of travel to comply with the most current ADA requirements and associated landscape and irrigation improvements. The improvement project is located at the El Dorado Gardens Apartments, public housing development site, located in the City of Riverside, California.

The HACR advertised an Invitation for Bids (IFB) with a closing date of April 26, 2012. The Housing Authority received and opened 10 bids. TSR Construction and Inspection, Inc. was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid and determined that TSR Construction and Inspection, Inc., as the lowest responsive and responsible bidder.

HACR staff recommends that the Board of Commissioners approve and award the construction contract between the HACR and TSR Construction and Inspection, Inc. in the amount of \$142,400. The funding source is from the Housing & Urban Development (HUD) Capital Fund Program and does not involve the use of County General Funds. County Counsel has reviewed and approved the contract as to form.

**Attachments:**

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

RF:LB:HM:SE:EG

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1 **CONSTRUCTION CONTRACT**

2 **BY AND BETWEEN**

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

4 **AND TSR CONSTRUCTION AND INSPECTION, INC.**

5 **FOR ADA ACCESSIBLE PATH OF TRAVEL PROJECT AT EL DORADO GARDEN**

6 **APARTMENTS**

7  
8 This CONTRACT is made by and between the Housing Authority of the County of  
9 Riverside, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and TSR  
10 **Construction and Inspections, Inc.**, hereinafter referred to as "CONTRACTOR."

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

- 13 A. The AUTHORITY is the owner of a certain real property located in the County of  
14 Riverside, commonly known as **4675 Jackson Street, Riverside, CA 92503**,  
15 hereinafter referred to as "PROPERTY."
- 16 B. The term "WORK," includes performance, as set forth in the Contract Documents by  
17 the CONTRACTOR, of all work or improvements on, in and about the 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 WORK  
20 on the terms and conditions set forth below.

21 **ARTICLE 1**

22 **THE CONSTRUCTION CONTRACT**

23 1.1 The "Construction Contract" means and includes all of the "Contract Documents." The  
24 Contract Documents which form the Construction Contract are incorporated herein by this  
25 reference and are made a part of this Construction Contract as if fully set forth herein. The  
26 Contract Documents consist of the following component parts:

1. Invitation for Bids
2. Bid Proposal, including:
  - a. The Bid
  - b. Non-Collusive Affidavit
  - c. Designation of Subcontractors
3. Payment and Performance Bonds
4. Davis-Bacon Prevailing Wage Decision No. **CA120028 Mod 4 (04/20/2012)**  
**CA28**
5. General Conditions for Construction Contracts, Public Housing Programs HUD-5370 (11/2006)
6. Special Conditions
7. Drawings and photographs
8. Specifications
9. Addenda

## 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 **ADA Accessible Path of Travel Project as described in Exhibit "A,"** for the AUTHORITY. CONTRACTOR shall perform all services Monday - Friday, 7:30a.m. to 5:30p.m.

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

1 2.2 Data provided in the specifications and drawings are believed to actually depict the  
2 conditions to be encountered by the CONTRACTOR, but the AUTHORITY does not guarantee  
3 such data as being all-inclusive or complete in any respect. Nothing contained herein shall  
4 relieve CONTRACTOR from making any and all investigations he/she may deem necessary to  
5 advise him/herself of the WORK. CONTRACTOR hereby accepts the location of the  
6 PROJECT in an "as is" condition and herein warrants that all such investigations have been  
7 performed by him/her, and hereby expressly waives any and all rights under this Construction  
8 Contract, or in law, to additional compensation and/or time adjustments for alleged unknown  
9 subsurface and/or latent conditions.

### 10 ARTICLE 3

#### 11 TIME OF COMMENCEMENT AND COMPLETION

12 3.1 The WORK to be performed under this Construction Contract shall commence within  
13 ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date  
14 specified in the Notice, whichever is later, and shall be completed within **sixty (60) calendar**  
15 **days** following the date of said Notice to Proceed.

#### 16 3.2 Liquidated Damages

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

26 b. If the AUTHORITY terminates the CONTRACTOR's right to proceed, the  
27 resulting damage will consist of liquidated damages until such reasonable time as may be  
28

1 required for final completion of the WORK together with any increased costs occasioned the  
2 AUTHORITY in completing the WORK.

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

#### 5 ARTICLE 4

#### 6 CONTRACT SUM

7 4.1 The AUTHORITY shall pay the CONTRACTOR for the performance of the Contract,  
8 subject to the additions and deductions by Change Order(s) as provided in the Contract  
9 Documents, in current funds, the sum of One Hundred Forty Two Thousand Four Hundred  
10 and 00/100 Dollars (\$142,400.00).

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

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

23 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied  
24 himself/herself with said Contract Price which includes all labor and material increases  
25 anticipated throughout the duration of this Construction Contract.

1 **ARTICLE 5**

2 **PROGRESS PAYMENTS**

3 5.1 Based upon Applications for Payment submitted by the CONTRACTOR to the  
4 AUTHORITY, and certificates for payment issued by the CONTRACTOR, the AUTHORITY  
5 shall make progress payments on account of the Contract Sum to the CONTRACTOR, as  
6 provided in the General Conditions of the Construction Contract.

7 5.2 Approved applications for progress payment will be paid by the 30th day of each month,  
8 provided that application for payment has been submitted to the AUTHORITY on or before the  
9 first working day of the month.

10 **ARTICLE 6**

11 **INDEMNIFICATION AND HOLD HARMLESS**

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

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

1 to Indemnitees 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 Contract shall in no way limit or  
6 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees  
7 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 Indemnitees to the fullest extent allowed by  
11 law.

## 12 ARTICLE 7

### 13 PROJECT CLOSEOUT

14 7.1 Prior to completion of the PROJECT, the AUTHORITY shall receive a certificate from  
15 the CONTRACTOR that such portion of the PROJECT is ready for use and shall cause a Notice  
16 of Completion to be issued. A Notice of Completion shall be issued only when the WORK,  
17 including all phases thereof, is finally completed, and all requirements of this contract have  
18 been satisfied. The AUTHORITY shall cause the Notice of Completion to be recorded in the  
19 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 the  
22 CONTRACTOR of final acceptance of the project, and make final payment of the entire unpaid  
23 balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which  
24 the AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this  
25 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 a. A Certificate of Completion, executed by the AUTHORITY.





1 8.3 The AUTHORITY shall give the CONTRACTOR and his surety five (5) days written  
2 notice prior to terminating this Contract, pursuant to this section, provided, however, that the  
3 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of  
4 improvements, or other permanent construction work encompassing part of the PROJECT.  
5 Upon termination, the AUTHORITY may take possession of the PROJECT and all materials,  
6 equipment, tools, and construction equipment and machinery owned by the CONTRACTOR  
7 and located at the PROJECT Site and may finish the PROJECT by whatever method it may  
8 deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further  
9 payment under this Contract.

10 8.4 The AUTHORITY shall not be deemed to have waived any of its other rights of  
11 remedies against the CONTRACTOR by exercising its right of termination under this section.

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

## 16 ARTICLE 9

### 17 MISCELLANEOUS PROVISIONS

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

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

1 9.3 In the event of any conflict between this Construction Contract and provisions of the  
2 General Conditions of the Contract, the provisions in the Construction Contract shall govern. In  
3 case of difference between the Technical Specifications and the Drawings, the Technical  
4 Specifications shall govern. In case of any difference between the Special Conditions and other  
5 provisions of the Construction Contract, or the Contract Documents, the provisions of the  
6 Special Conditions shall govern. In the event of difference between the Contract or General  
7 Conditions or Special Conditions or Technical Specifications or General Requirements, the  
8 former documents shall govern.

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

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

(to be filled in by Clerk of the Board)

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ATTEST:

Housing Authority of the County of Riverside

Kecia Harper-Ihem  
Kecia Harper-Ihem

John Tavaglione  
John Tavaglione, Chairman

Clerk of the Board

Board of Commissioners

AGENCY COUNSEL

CONTRACTOR

By: Marsha Victor

By: Gabriel Zapirtan

Marsha Victor

Gabriel Zapirtan

(SEAL)

Title: President

License # 881123

1  
2 **EXHIBIT "A"**

3 **Scope of Services**  
4

5 \*The approved plans and specifications is the complete scope of work. Below is a summary of  
6 the major components of the project.  
7

8 Accessible Path of Travel for El Dorado Garden Apartments - 4675 Jackson Street, Riverside,  
9 CA 92503  
10

11 • Remove all walkways and front door landings as per building plan sheets A 1.0 - A 1.4. This  
12 also includes all areas around pool decking, office and laundry building. Concrete footings and  
13 surface under wrought iron pool fencing will remain in place.

14 • Install all new walkways and front door landings as per building plan sheets A 2.0 – A 2.4.  
15 This will include all ramping, curbing, and ADA hand rails as stated in building plans.

16 • All entrance door landings will be 5' x 5' unless otherwise noted and fill dirt added to mitigate  
17 height of landing to finish earth grade.

18 • All door thresholds will be replaced with ½" or less accessible type and new door sweeps to  
19 be provided to make an airtight seal at these locations.

20 • Security doors and its frame at any of these locations will be removed and reinstalled to  
21 accommodate new landings.

22 • All concrete to be 2500psi with wire mesh reinforcement.

23 • All ramps and walkways to be minimum 4" thick of concrete and with a medium broom  
24 finish.

25 • All new ramps, walkways, landings, and large slabs of concrete to conform with all 2010  
26 California Building Code and American with Disability Act for Accessible Path of Travel.

27 • All irrigation will be maintained, repaired, modified, or raised where necessary to get  
28 complete landscape coverage.

- 1 • All landscaped areas will be brought back to existing condition in all areas where construction
- 2 is performed see building plans A 3.0 – A 3.4
- 3 • All grass to be removed and replaced to 1” below finish grade of all sidewalks and ramps and
- 4 compacted. Grass seed will be placed in all areas disturbed with minimum 1” of seed cover.
- 5 • All trees and shrubs will remain in place and irrigated during construction unless otherwise
- 6 deemed necessary for removal for new walkways, landings, or ramps.
- 7 • See building plan sheet A-9.0 for “Construction Specifications”

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