

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

453



FROM: Housing Authority

SUBMITTAL DATE:
June 21, 2012

SUBJECT: Affordable/Infill Single-Family Residential Development – Award of Construction Contract

RECOMMENDED MOTION: The Board of Commissioners:

1. Accept and award the construction contract to the lowest responsive and responsible bidder, Cordoba Construction Corp., in the amount of \$247,800 for the construction of one single-family residential dwelling located at 5580 Molino Way, Jurupa Valley, CA 92509;
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:	\$ 302,580	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: Housing Authority of the County of Riverside Development Division Funds and Redevelopment Property Tax Trust Funds	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

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, RDA, EDA, Auditor

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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/21/12
 SAMUEL WONG
 Departmental Confirmita
 FORM APPROVED COUNTY COUNSEL
 DATE 6/20/12
 BY: MARSHA L. VICTOR

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

Prev. Agn. Ref.:

District: 2/2
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Agenda Number: **10.3**

RECOMMENDED MOTION: (Continued)

3. Approve the total project budget of \$302,580;
4. Authorize the Executive Director/EDA, or designee, to administer the contract;
5. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting; and
6. Authorize the submittal to the Oversight Board for the Successor Agency to appropriate the use of funds.

BACKGROUND:

The Housing Authority of the County of Riverside (HACR) owns a vacant parcel of land located at 5580 Molino Way, Jurupa Valley, CA 92509 with Assessor's Parcel Number (APN) 181-082-050. The real property was purchased for One Dollar from the Redevelopment Agency for the County of Riverside (RDA) in 2011. On May 10, 2011, the Board of Commissioners (BOC) approved a Disposition and Development Agreement (DDA) between the Redevelopment Agency for the County of Riverside and the HACR. The DDA included funding in the amount of \$173,000 for the construction of a new single-family dwelling that will create affordable homeownership opportunities and facilitate infill residential development. The affordability covenant will restrict occupancy to low and moderate-income owner-occupants for a minimum period of 45 years. The DDA was approved and entered into May 10, 2011, prior to the enactment of ABx1 26, the Assembly Bill dissolving redevelopment agencies that was signed by Governor Brown as of June 29, 2011. The DDA was recorded on September 28, 2011, as Instrument No. 2011-0429589 in the Official Records of Riverside County.

The HACR advertised an Invitation for Bids (IFB) for the construction of one single-family residential development approximately 2295 square feet with a closing date of April 3, 2012. The Housing Authority received and opened six bids. Cordoba Construction Corp. was the lowest bidder that responded to the solicitation. County Counsel and staff reviewed the submitted bid and determined that Cordoba Construction Corp., as the lowest responsive and responsible bidder.

The funding source is from the HACR's Development Division Fund and former Redevelopment Housing Bond proceeds and does not involve the use of county general funds. This item is shown on the Recognized Obligation Payment Schedule (ROPS) and is listed as "Molino Way Infill Housing Project".

Staff recommends that the Board of Commissioners approve and award the construction contract to Cordoba Construction Corp., in the amount of \$247,800, and approve the construction project budget as follows:

Inspections & Fees	\$ 20,000
Utilities & Miscellaneous	\$ 10,000
Construction	\$ 247,800
Contingency (10%)	\$ 24,780
Total:	\$ 302,580

(Continued)

BACKGROUND: (Continued)

The project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15303 (a) of the California Code of Regulations. Section 15303 (a) allows for the exemption of new construction of single-family homes within a residential zone. A Notice of Exemption was filed with the County Clerk on May 20, 2011, for the 30-day public review period. The project has therefore complied with the provisions of CEQA and no additional environmental analysis is required.

Additionally, pursuant to ABx1 26, the redevelopment dissolution bill, the BOS adopted Resolution No. 2012-035 on January 10, 2012, which designated the HACR as the Successor Agency (SA) for the redevelopment housing function. On the same date, the BOC accepted, via adoption of Resolution No. 2012-001, the responsibility for performing all activities as the successor to the redevelopment housing function. On February 1, 2012, all California redevelopment agencies were eliminated and the HACR assumed the function of the SA.

Attachments:

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

1 **CONSTRUCTION CONTRACT**

2 **BY AND BETWEEN**

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

4 **AND CORDOBA CONSTRUCTION CORP.**

5 **FOR 5580 MOLINO WAY, JURUPA VALLEY, CA 92509**

6
7 This CONTRACT is made by and between the Housing Authority of the County of
8 Riverside, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and
9 **Cordoba Construction Corp.**, hereinafter referred to as "CONTRACTOR."

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

- 12 A. The AUTHORITY is the owner of a certain real property located in the County of
13 Riverside, commonly known as **5580 Molino Way, Jurupa Valley, CA 92509**,
14 hereinafter referred to as "PROPERTY."
- 15 B. The term "WORK," includes performance, as set forth in the Contract Documents by
16 the CONTRACTOR, of all work or improvements on, in and about the PROPERTY.
- 17 C. AUTHORITY desires the CONTRACTOR to perform the WORK on the terms and
18 conditions hereinafter set forth, and CONTRACTOR agrees to perform said WORK
19 on the terms and conditions set forth below.

20 **ARTICLE 1**

21 **THE CONSTRUCTION CONTRACT**

22 1.1 The "Construction Contract" means and includes all of the "Contract Documents." The
23 Contract Documents which form the Construction Contract are incorporated herein by this
24 reference and are made a part of this Construction Contract as if fully set forth herein. The
25 Contract Documents consist of the following component parts:

- 26 1. Invitation for Bids
27 2. Bid Proposal, including:
28

- 1 a. The Bid
- 2 b. Non-Collusive Affidavit
- 3 c. Designation of Subcontractors
- 4 3. Payment and Performance Bonds
- 5 4. Davis-Bacon Prevailing Wage Decision No. **CA120028 Mod 3 (03/30/2012)**
- 6 **CA28**
- 7 5. General Conditions for Construction Contracts, Public Housing Programs HUD-
- 8 5370 (11/2006)
- 9 6. Special Conditions
- 10 7. Drawings and photographs
- 11 8. Specifications
- 12 9. Addenda

14 ARTICLE 2

15 STATEMENT OF WORK

16 2.1 Scope of Services

17 CONTRACTOR shall furnish all labor, material, equipment and services and perform and
18 complete all WORK required for the project identified as **Affordable/In-Fill Single Family**
19 **Residential Development located at 5580 Molino Way, Jurupa Valley, CA 92509** for the
20 AUTHORITY. CONTRACTOR shall perform all services Monday - Friday, 7:30a.m. to
21 5:30p.m.

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

28 ///

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 apprise 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 **one hundred and**
15 **fifty (150) calendar 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 required for final completion of the WORK together with any increased costs occasioned the

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Robert Mabe

Address: 3086 Mibuel St
(only if follow-up mail response requested)

City: Riverside **Zip:** 92506

Phone #: 788-4858

Date: 7-3-12 **Agenda #** 10.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Theresa Newham

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: July 3, 12 **Agenda #** 10.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____