



Yolo County Housing

Lisa A. Baker, Executive Director

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WOODLAND, CA 95695

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BOARD OF COMMISSIONERS

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Marlene C. Games
Michael H. McGowan
Jim Provenza
Matt Rexroad.
Helen M. Thomson
Bernita Toney

DATE: October 1, 2009
TO: YCH Board of Commissioners
FROM: Lisa A. Baker, Executive Director
PREPARED BY: Fred Ichtertz, Facilities Administrator
SUBJECT: Ratify executed construction contract between Yolo County Housing and Interstate Drywall of Davis, the lowest responsive, responsible bidder for the 2007 - 2008 Capital Fund Improvements at the El Rio Villa I and El Rio Villa III housing complexes at Winters, California.

RECOMMENDED ACTIONS:

That the Board of Commissioners;

1. Ratify executed construction contract executed between Yolo County Housing and Interstate Drywall of Davis, the lowest responsive, responsible bidder for the 2007 – 2008 Capital Fund Improvements at El Rio Villa I and El Rio Villa III housing complexes at Winters California in the amount of \$273,200.

BACKGROUND / DISCUSSION:

At the August 6, 2009 Board of Commissioners meeting, the Board authorized the Executive Director to execute a construction contract with the lowest responsive, responsible bidder for the planned 2007 – 2008 Capital Fund Improvements at the El Rio Villa I and El Rio Villa III housing sites located at Winters contingent upon architect and staff reviews and recommendations of received bids.

To meet the 2007 Capital Fund two (2) year obligation rule, a contract with the lowest responsive, responsible bidder had to be executed before September 12, 2009. To accomplish this task, the agency had expedited the advertisement and bidder period for this project with a bid opening date of August 20, 2009.

Three bids were received on August 20, 2009 from the following firms:

Contractor	Bid Amount
Interstate Drywall, Davis	\$ 273, 200.
David H. Goeman, Esparto	\$ 326,000.
JDS Builders Group, Winters	\$ 351, 000.

Staff and the architect reviewed all three received bids for compliance with the bid documents and federal requirements. Upon completion of the review, staff made the recommendation that

Working together to provide quality affordable housing and community development services for all

Interstate Drywall be awarded the contract for improvements. The construction contract was executed between YCH and Interstate Drywall on September 10, 2009, with Interstate beginning improvements at El Rio Villa I and El Rio Villa III on September 16, 2009.

2007 Capital Fund dwelling improvements at the El Rio Villa I housing site (15 buildings – 30 housing units) include:

- Abatement of asbestos containing roofing mastic and vent piping (15 buildings)
- Removal of current roofing
- Installation of continuous roof ridge venting
- Repair to damaged and dry rotted wood fascia, overhang and sheeting
- Installation of a new forty (40) year “cool roof” system on each building

2008 Capital Fund dwelling improvements at the El Rio Villa I and El Rio Villa III housing sites include:

- Installation of back up generator for the El Rio Villa I water well and distribution plant
- Painting of the El Rio Villa I water storage tank, hydro-pneumatic tank and pumping plan.
- Installation of back up generator for the El Rio Villa III water well and distribution plant and site office
- Painting of the El Rio Villa III water storage tank, hydro-pneumatic tank and pumping plant

FISCAL IMPACT:

None; total cost of the construction contract is paid through the 2007 and 2008 Capital Fund Program.

CONCLUSION:

Staff recommends the Board ratify the executed construction contract between YCH and Interstate Drywall of Davis for the 2007 – 2008 Capital Fund Improvements at the El Rio Villa I and El Rio Villa III housing complexes at Winters, California.

Attachment: Construction Contract

A3.09 AGREEMENT

YOLO COUNTY HOUSING

AGREEMENT NO. 2010-Interstate-CS

**2007 – 2008 Capital Fund Improvements at El Rio Villa I and El Rio Villa III ,
Winters CA**

THIS AGREEMENT, is made and entered into this 9th day of September, 2009, between the Housing Authority of the County of Yolo, a public body corporate and politic (hereinafter called "Yolo County Housing" or "YCH"), and Interstate Drywall, Inc. (hereinafter called "Contractor").

RECITALS

WHEREAS, YCH is authorized under Federal and State law to make contracts as necessary for the exercise of its powers; and

WHEREAS, YCH desires to obtain services for 2007 – 2008 Capital Fund Improvements at El Rio Villa I and El Rio Villa III housing sites located at Winters CA; and

WHEREAS, YCH circulated and distributed an invitation for bids for these services; and

WHEREAS, Contractor submitted a bid and was determined to be the lowest responsible, responsive bidder; and

WHEREAS, Contractor has been awarded the Contract for the work hereinafter mentioned

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between YCH and Contractor as follows:

1. STATEMENT OF WORK:

The Contractor shall furnish all labor, material, equipment, and services, and perform and complete all Work required for the 2007 -2008 Capital Fund Improvements at El Rio Villa I and El Rio Villa III at Winters California.

2. CONTRACT DOCUMENTS:

This instrument, together with the other documents ("Exhibits") listed below, which said Exhibits shall be as binding upon the parties hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents. The Table of Contents, titles and headings contained herein and in said document are solely to facilitate reference to various provisions of the Contract

Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract", consist of the following:

- a. This instrument
- b. Bid Form submitted by Contractor
- c. Instructions to Bidders
- d. HUD 5370 General Conditions ("General Conditions")
- e. YCH Supplement to General Conditions
- f. Project Manual
- g. Drawings, Specifications, and Construction Submittals
- h. Addenda Nos. 4 (if any)

3. SCOPE OF CONTRACT:

The Contractor agrees to undertake and complete all obligations placed on her/him by the Contract Documents, and in the manner designated in, and in strict conformity with, the Contract Documents.

4. CONTRACT AMOUNT:

The YCH agrees to pay and the Contractor agrees to accept, in full payment for the above Work, subject to additions and deductions as provided in the Contract Documents, the amount of TWO HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$273,200.00), which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount". Payments shall be made in the manner set forth in the General Conditions.

5. LEGAL WORK DAY:

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. The Contractor shall forfeit as a penalty to the YCH TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight (8) hours per day and forty (40) hours in any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours a day at not less than one and one half (1-1/2) times the basic rate of pay.

6. WORKERS COMPENSATION:

In accordance with the provisions of 3700 of the Labor Code, Contractor shall provide insurance to secure the payment of worker's compensation to his/her employees and to

furnish a certificate of such coverage to the Yolo County Housing, 147 West Main Street, Woodland, California 95695.

7. PREVAILING WAGE:

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the YCH FIFTY DOLLARS (\$50.00) per each calendar day or portion thereof, for each workmen paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him/her or by any subcontractor under him/her in violation of the provisions of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rate and the amount paid for each calendar day or portion thereof for which each workman was paid less than the amount stipulated prevailing wage rate shall be paid to each workman by the Contractor. The YCH will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his/her Bid, and will not under any circumstances, be considered as the basis of a claim against the YCH on the Contract.

The stipulated prevailing wage rates and benefits for the contract shall be as set forth in the Davis-Bacon Act. Copies are also on file at the YCH's office.

8. MINORITY/WOMEN'S BUSINESS ENTERPRISES REQUIREMENTS:

Contractor is responsible for maintaining documentation of efforts to outreach to minority or female owned business. Additionally, Contractor shall maintain documentation of contract awards for the Quarterly Minority Business Enterprise Report required by HUD. All projects have an established M/WBE utilization goal. Currently the goals are as follows:

MBE – 28.3% of contract dollars

WBE – 6.9% of contract dollars

The Minority and Women's Business Enterprises Requirements documents must be used on all contracts, and purchases of goods and services over \$10,000 must be coordinated with the YCH's M/WBE Coordinator.

9. INSURANCE:

The Contractor shall obtain Commercial General Liability Insurance, Automobile and Worker's Compensation Insurance as set forth in the General Conditions of the Project Manual Section B3, Paragraph B3.05 "Insurance and Public Liability".

10. TERMINATION, AMENDMENT OR MODIFICATIONS:

This Contract may be terminated, amended or modified, in writing, by mutual consent of the parties hereto. In addition, the Contracting Officer may terminate this contract in

whole, or in part, as provided for in the Contract Documents, in Sections 32 and 34 of HUD's General Conditions. The amount of any change in the "Contract Amount" resulting from any such termination, amendment, or modification shall be determined in accordance with the provisions of the Contract Documents and may be subject to the approval of HUD.

11. TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be commenced no later than five (5) calendar days after the date of written "Notice to Proceed" from the YCH to start construction and diligently and continuously prosecuted to final completion in the manner provided for in the Contract Documents on or before ninety (90) calendar days after the date of the written "Notice to Proceed."

IT IS AGREED BY THE PARTIES THAT THE AMOUNT TO BE PAID BY THE CONTRACTOR TO THE YCH AS FIXED, AGREED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, FOR FAILURE TO COMPLETE THE ENTIRE WORK (PUNCH LIST ITEMS INCLUDED) WITHIN THE TIME SET FORTH WILL BE TWO HUNDRED AND FIFTY DOLLARS (\$250.00) FOR EACH CALENDAR DAY, CONTINUING TO THE TIME AT WHICH THE WORK IS COMPLETED AND A NOTICE OF CERTIFICATE OF COMPLETION HAS BEEN ISSUED BY THE YCH, ALL AS PROVIDED IN THE PROJECT MANUAL.

INITIALS



12. SECURITIES IN LIEU OF RETENTION:

In lieu of the retention outlined in Section 27 of the General Conditions, Contractor may provide security deposits in accordance with Section 22300 of the Public Contracts, Code of the State of California.

13. APPRENTICES:

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 relating to apprentices and the Federal requirements for apprentices included in the Project Manual.

14. DISPUTES:

Notwithstanding any other provisions of this Agreement, disputes involving claims of less than three hundred seventy-five thousand dollars (\$375,000) shall be subject to Public Contracts Code Section 20104.6; provided, however, that whenever possible HUD shall be permitted to approve or advise as to such dispute resolution in accordance with the other provisions of this Agreement.

15. CONTRADICTIONS:

Whenever there are contradicting requirements between the HUD and the YCH

provisions, HUD provisions take precedence unless the HUD provisions state YCH provisions take precedence. In the event of any conflict between any of the provisions of this instrument or Exhibits, the provision that requires the highest level of performance from Contractor for YCH's benefit shall prevail.

16. NOTICE:

Except as otherwise provided for in this Agreement, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To YCH: Yolo County Housing
 Attention: Executive Director
 147 W. Main Street
 Woodland, CA 95695
 Telephone No.:(530) 662-5428
 Fax No.: (530) 666-6255

To Contractor: Interstate Drywall, Inc.
 Attention: Chad Simmons
 417 Mace Blvd., #166
 Davis, CA 95618
 Telephone No.: (530) 758-0538
 Fax No.: (530) 758-8402

Any Party may change the address to which notice is to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served, if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission, or if sent by certified mail with return receipt requested. However, if signature is refused on a notice sent by certified mail with return receipt requested, then service shall be deemed complete three (3) days after the recipient refuses to sign. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

17. PUBLIC RECORDS ACT:

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

18. WAIVER:A waiver of any of the conditions or provisions of the Agreement between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Agreement or a waiver of the same condition at a future time.

19. INDEMNITY:

Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Contractor shall indemnify, defend and hold harmless YCH, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this Agreement by Contractor and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by YCH. Contractor shall at its own expense defend any and all such actions, and shall at its own expense pay all costs (including attorney fees), and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against YCH in any such action, Contractor shall at its own expense satisfy and discharge the same.

As a condition to any indemnity under this Article 19, YCH shall notify Contractor promptly of any claim for which it is responsible hereunder. In providing any defense under this Article 19, Contractor shall use counsel reasonably acceptable to YCH.

The provisions of this Article 19 shall survive the termination or expiration of this Agreement.

20. STATUS OF CONTRACTOR:

It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between YCH and Contractor. Neither Contractor nor Contractor's assigned personnel or subcontractors shall be entitled to any benefits payable to employees of YCH. Contractor hereby indemnifies and holds YCH harmless from any and all claims that may be made against YCH based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel or subcontractors shall have any right to act on behalf of YCH in any capacity whatsoever as an agent or to bind YCH to any obligation whatsoever.

It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel or subcontractors.

21. GOVERNING LAW:

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California.

22. WARRANTY OF AUTHORITY:

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that YCH is relying on this representation in entering into this Agreement.

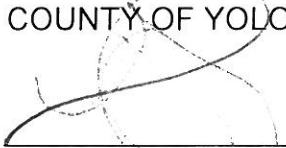
23. ENTIRE AGREEMENT:

This Agreement, including any and all Exhibits, constitutes the entire agreement between YCH and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

HOUSING AUTHORITY OF THE
COUNTY OF YOLO



Lisa A. Baker
Executive Director
Yolo County Housing
147 West Main Street
Woodland, CA 95695

9/10/2009

Date

CONTRACTOR:



FIRM NAME

CONTACT PERSON

Signature: 

Title: Owner

Address: 417 Mace Blvd., #166
Davis, CA 95618

20-8496722
Contractor's Tax I.D. or S.S. No.