



Meeting Date: 7/19/2011

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Mehrdad Rahimi *MR* Agenda Item No. I-3

Reviewed By: City Manager *[Signature]* Holmberg City Attorney *SMF* Finance *[Signature]* Other (Specify) _____

DATE: July 7, 2011

TO: City of Oxnard Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director *[Signature]*

SUBJECT: Award of Contract for the Retrofit Replacement of Windows in Public Housing Units

RECOMMENDATION

That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$269,921 with Quality Windows (Agreement number A-7427), using funds previously appropriated from the 2010 Capital Fund grant for the retrofit replacement of windows in 100 public housing units at 6 housing sites scattered throughout Oxnard.

DISCUSSION

On June 23, 2010, the City of Oxnard Housing Authority (OHA) received a \$1,936,567 Capital Fund Grant for the modernization and rehabilitation of public housing units. The 2010 grant was approved by the Department of Housing and Urban Development and included the window replacement project. The funds must be 100% obligated by July 14, 2012.

In June 2011, the OHA solicited bids for the retrofit replacement of the windows in 100 housing units located at scattered sites. The scope of work and specifications were prepared in house by OHA. On June 30, 2011, six bids were received and evaluated. Quality Windows was considered to be the most responsive and responsible to the Housing Authority.

FINANCIAL IMPACT

Funding for this contract would come from the Capital Fund Grant of 2010 authorized by the Department of Housing and Urban Development.

Attachment - Agreement Number A-7427

**CITY OF OXNARD HOUSING AUTHORITY
CAPITAL IMPROVEMENT CONTRACT**

Date of contract: July 11, 2011
Contract No: A7427
Name of Contractor: Quality Windows
Address: 1430 S. Oxnard Blvd., Oxnard, CA 93030

Project description: Window Retrofit/Replacement project at (CAL 31-7) Scattered Sites, Oxnard, CA for the Oxnard Housing Authority.

This contract is made at Oxnard, California, as of this 11th day of July, 2011 between the Housing Authority of the City of Oxnard, called herein the "Authority", and the above-named contractor for the construction of the capital improvement project described herein. The parties hereto agree as follows:

1. Type of Contract

This contract is a firm-fixed price contract as defined by 24 CFR 85.36(d)(2) and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the work described and the Authority shall pay the contractor, in full payment for said work, the following sum: \$269,921

The above sum includes all taxes and the costs of any required bonds, and required certificates with the exception of permit fees.

3. Payment Schedule

Payment is required to be made no earlier than 35 calendar days after acceptance of contractor's invoices by the Authority and shall be made no later than 60 calendar days after the certificate of completion has been issued and approved, provided that the Authority may withhold from final payment an amount sufficient to protect the Authority from disputes as well as 1.5 times the amount of any stop notice claims.

4. Scope of Services

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows: Window Retrofit/Replacement project at (CAL 31-7) Scattered Sites, Oxnard, CA.

5. Contract Documents

The complete contract consists of all the following which are specifically incorporated herein by reference:

- a. The notice inviting bids.
- b. This contract.
- c. Addenda numbers: None
- d. Specifications.
- e. Plans
- f. Contractor's bid proposal and list of subcontractors (if applicable).
- g. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the contract price.
- h. Insurance as required by the specifications and applicable law.
- i. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, Subcontractors, Contractors and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is 100 working days after receipt of the Notice to Proceed.

Contractor will not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

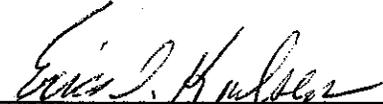
8. Acknowledgement

The contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

CITY OF OXNARD

QUALITY WINDOWS

Dr. Thomas E. Holden, Mayor



Erick D. Karlsen, President

ATTEST:

APPROVED AS TO FORM:

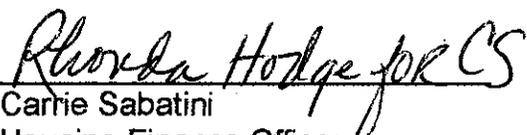
Daniel Martinez, City Clerk



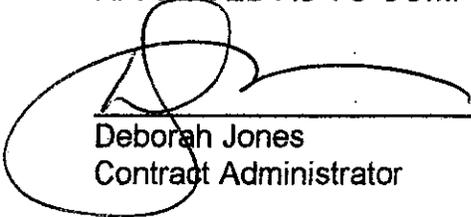
Alan Holmberg
Authority General Counsel

APPROVED AS TO INSURANCE:

APPROVED AS TO COMPLIANCE:

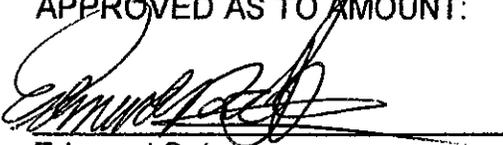


Carrie Sabatini
Housing Finance Officer



Deborah Jones
Contract Administrator

APPROVED AS TO AMOUNT:



Edmund Sotelo
City Manager

EXHIBIT A

SCOPE OF WORK

The purpose of the project is to retrofit and replace 624 glass windows at OHA's Scattered Sites, (CAL 31-7) with Energy Star® certified vinyl windows in compliance with green architectural standards.

The contractor will obtain all required permits and inspections in accordance with industry standards and policy of the City of Oxnard. The Contractor shall obtain one permit for each building involved in the project. **The contractor will be reimbursed for the cost of permits after submission of paid invoice to the Housing Authority.**

Contractor shall supply trained, qualified and technically skilled journeymen, directly employed and supervised by the Contractor. All supervision, installed repair parts, consumable materials, equipment, tools, and each and every item of expense necessary for the replacement of the windows, shall hereinafter be called the "Work".

THE WORK

The scope of work includes but is not limited to the following:

The removal and disposal (recycling) of the existing windows in 100 units; and replacing them with new vinyl windows as specified below.

A. Scattered Sites (CAL 31-7) – Six hundred-twenty-four (624) windows, all with sliders and screens. Three hundred-thirty (330) will have a fixed panel on the bottom of which, 61 panels will be tempered glass. The fixed panel will be made of white opaque Plexiglas®. The Plexiglas® could be installed either in the contractor's shop or at the project site, based on the contractor's preference.

SPECIFICATIONS

Cal 31-7 Scattered Sites

624 Windows as specified below: (See floor plans).

Window Type 1E: 100- (3'-5 ½" W x 2' 11 ¼"H) in laundry rooms (Dimensions are for bidding purposes only). These windows are all dual glazed low E with sliders and screens. (See drawings).

Window Type 2E: 291- (3'-11 ¼" W x 5' 10"H) in living rooms and front bedrooms (Dimensions are for bidding purposes only). These windows are all dual glazed low E with sliders and screens on the top and ¼" white opaque Plexiglas on the bottom. (See drawings).

Window Type 2ET: 61- (3'-11 ¼" W x 5' 10"H). Same as 2E windows above with tempered glass sliders. (See drawings)

Window Type 3E: 194- (3'-10 ¾" W x 3' 10 ¾"H) in rear bedrooms (Dimensions are for bidding purposes only). These windows are all dual glazed low E with sliders and screens. (See drawings)

Window Type 4E: 39- (1'-11 ¼" W x 5' 10"H) in the stairs landings (Dimensions are for bidding purposes only). These windows are all dual glazed low E with sliders and screens on the top and ¼" white opaque Plexiglas on the bottom. (See drawings)

Note:

***Dimensions must be verified by the contractor; variance between estimated and actual measurements will not form a basis for additional compensation.**

The dimensions given above are for bidding purposes only. The actual dimensions may vary by one inch more or less. Since the project is a retrofit project the contractor is required to measure the windows accurately in each unit and fit them in place. Or to make them all a little smaller and fit them in place by adding fillers and trims covering the joints with matching casings or any other method they can use to make the work fit. (Field verification required).

Materials:

The sliding windows shall be traditional 2 paneled XO and OX vinyl windows with slider and screens by **Milgard (Tuscany Series Vinyl Replacement Windows) or approved equal**. The windows feature dual-pane low-E insulating glass and reinforced lock areas for added security. They shall be Energy Star® certified in compliance with green architectural requirements.

Vinyl shall be integral color PVC compound containing impact-resistant solid plasticizer, titanium dioxide UV inhibitor, and surface and color stabilizers.

Additional specification details:

Window finish

The windows shall be designed as retrofit windows for stucco finish (624 counts). So they shall have an extended flange for stucco. Field verification is required for figuring the best possible design fit.

Weep System

The windows shall have hollow sill construction and offset weep baffles to avoid water seeping into the interior.

Glazing Material

Glazing materials shall be dual glazed or dual tempered insulated glass units where applicable: ASTM E 774, Class A, 7/8 inch (22 mm) thick overall.
Glazing Type: Clear/SunCoat® Low-E

Weather Stripping

Weather stripping shall be Fin Seal Polypropylene pile.

Roller Assembly

The sliding window panels shall have heavy duty Nylon rollers with stainless steel axles, extruded vinyl snap-on monorail roller track.

Locking Assembly

Locking assembly shall allow locking and unlocking easily from inside and shall include anti-lift device not allowing removal of the window when the window is closed and locked. Locking devices shall be Milgard SmartTouch Lock or approved equal.

Screens

Screens shall be tight-fitting screen for operating sash with hardware to allow easy removal.

- 1. Screen Cloth: Charcoal colored fiberglass mesh.
- 2. Frame:
 - a. Cambered formed aluminum with rigid plastic corner keys.
 - b. Roll formed integral pull rail for removal.

Grids

No grid is required.

Energy Package

For energy efficiency the windows shall use the local Energy Star criteria for Oxnard and provide maximum increased efficiency in the package.

Material Finish

Frame and Sash Color: White.
Screen frame color shall match screen frame to window frame and sash color

Work Hours

Work hours will be between the hours of 8:00 AM and 5:00 PM. No work is allowed Saturdays, Sundays and during any official holidays. Please note that the Housing Authority is closed every other Friday and no work is allowed on the off Fridays. (Contractor will be given the Authority's work schedule for planning purposes).

Safety and Security

The contractor is required to secure each unit every night; during lunch hours, weekends, and holidays where access to the unit may become possible if the windows are removed. However we require the contractor to remove as many windows as they can replace each day. In this case the unit will be secured after complete installation. We require a minimum of **2 Units** (20 windows maximum) to be completed each working day.

Project Schedule

The contractor is expected to complete the job in not to exceed twenty **(20) Weeks** or **100 working days** as broken down below or as desired by the contractor. It is estimated supplying the materials and fabricating the windows and the opaque panels will take 45 days.

Scattered Sites:

50 days (represents 2 units per day) for the actual removal and re-installation work. This schedule shall take effect immediately after the Notice to Proceed is issued.

Tenant Notification

Based on the above schedule, the contractor is expected to work with the project manager in working out a work schedule. We will request that residents, based on the work schedule, stay out of the house during construction hours as much as they can. However the contractor is expected to work with the tenants should they decide to stay home during the construction period. We will also ask the residents to remove any furniture from in front of the windows. However, if some items are left in the way, the contractor is expected to work with the residents to move them out of the way.

Construction Debris

The contractor shall remove and dispose any generated construction debris from each unit on a daily basis and shall return the unit back to its original situation before construction.

Due to the nature of the job, the amount of debris generated is expected to be minimal and may not require additional trash bins. The contractor with the consent of the project manager may use the on- site residential trash bins if the generated debris is not more than a bag per day. However, the old windows, screens, and glasses shall be recycled out of the residential units on a daily basis.

Storage Bin and Trash Bin

The contractor shall provide bins and/or spaces for the temporary storage of the windows at each job site or coordinate delivery of the doors to each job site on an as needed basis; whichever method works best. (See Project Locations)

Project Locations

There are six (6) locations in Oxnard where the windows shall be replaced. The location of the project sites and the number of windows that need to be replaced in each location are as follows:

Cal 31-7 Scattered Sites

Cal 31-7 scattered sites are comprised of 100 apartment units located in six (6) different locations throughout Oxnard as shown below. For number of windows and window types please refer to window schedules.

1. Cuesta Del Mar Apartments

Address: 640-666 Cuesta Del Mar (Even #'s only) 12 units (See Drawings)

2. Althea Court Apartments

Address: 1341-1387 Althea Court (Odd #'s only) 20 units (See Drawings)

3. Concord Apartments

Address: 2940-3020 Concord Drive (Even #'s only) 20 units (See Drawings)

4. Fashion Park Apartments

Address; 230-257 Fashion Park Place 24 units (See Drawings)

5. Fremont Apartments

Address: 1330-1356 Fremont Way (Even #'s only) 12 units (See Drawings)

6. Hill Apartments

Address: 215-237 Hill Street (Odd #'s only) 12 units (See Drawings)

Method of Entry (Scattered Sites): The project manager will arrange entry into the units based on the work schedule.

Parking: Parking spaces are limited in the areas and are usually numbered and assigned to the residents. The contractor and his/her employees may park in the spaces indicated for guests where available and will be solely responsible for any violations.

Final Walk-through and Sign-off: The contractor is required to call for a final walkthrough with the project manager and Housing Authority staff after completion at each job site. Please note that there will be interim inspections for quality control by the Housing Authority. Contractor responsible to ensure that all City of Oxnard required inspections and permits are obtained.

Warranty

The contractor shall warranty the workmanship for a period of one (1) years and the materials for a minimum period of three (3) years under the manufacturer's warranty.

Payment: The contractor may receive Progress Payments under this contract in accordance with the following schedule: First payment – 30% complete, Second payment – 60% complete, Third Payment – 90% complete, Final Payment – Release of 10% Retention. Please note that the retention is based on the total contract price and will be deducted from the amount of the first invoice submitted.

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

1. The contractor shall perform the window replacement/retrofit work within 100 working days after receipt of the Notice to Proceed.

**SECTION C
SCHEDULE OF RATES**

1. Contractor may request progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer or his/her designee.

2. Before the first progress payment under this contract, the Contractor shall furnish, in detail, a breakdown of the total contract price showing the amount included for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the contractor covers more than one project site, the Contractor shall furnish a separate breakdown for each.

3. The values and quantities employed in making up the breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.