Meeting Date: 12 / 06 / 11

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Ralph Alamillo Agenda Item No. I-4

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: November 18, 2011

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Department

SUBJECT: **Approval of Award of Contract No. A-7441 for Community Center Park West Concession Stand Expansion and Reconstruction Project GS10-20**

RECOMMENDATION

That City Council:

1. Approve the award of contract no. A-7441 to U.S. Dash Construction, Inc. in the amount of $324,000 for the Community Center Park West concession stand reconstruction and expansion project GS10-20 located at 801 Hobson Way.

2. Authorize the Mayor to execute the contract documents.

DISCUSSION

On August 24, 2011, twelve bids were received for the Community Center Park West Concession Stand. The lowest responsible bidder was U.S. Dash Construction, Inc. with a total bid of $324,000. The scope of work includes reconstruction of the interior and exterior of the north end of the snack bar and expansion in order to allow it to be a level 3 type service kitchen to meet the Ventura County Health and Safety Code requirements, reconstruction of the entire roof system will be required as well as site improvements for ADA compliant sidewalks, lighting and landscape.

FINANCIAL IMPACT

Funds are available in account 104-5780-826-8605 Project 115704.

Attachment #1 – Contract No. A-7441

RA/pcf

CITY OF OXNARD
PUBLIC WORK CONTRACT

DATE OF CONTRACT:	December 6, 2011
SPECIFICATION NUMBER:	GS10-20
NAME OF CONTRACTOR:	U.S. Dash Construction, Inc.
ADDRESS:	13150 Riverside Dr., #3 Sherman Oaks, CA 91423 Phone: 818-430-0783 Fax: 818-441-5425

PROJECT DESCRIPTION: **Community Center Park West Concession Stand Improvements** – The project consists of renovation and extension of the snack bar with added kitchen area and equipment; modification of roof; add fire suppression system; add perimeter lighting; concrete repairs and ADA upgrades to exterior area; interior and exterior painting.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 6th day of December, 2011, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: $324,000.00

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

CONTRACT NUMBER: A-7441

ATTACHMENT NO. 1

PAGE 1 OF 6

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment shall be made no earlier than 35 days, and no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

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:

The project is for the improvements to the Community Center Park West Snack Bar and surrounding park area located within the City of Oxnard at 801 Hobson Way. Work includes the renovation and extension of the snack bar building located on the north end of the building structure. An additional 240 square feet of floor area will be added to create room for kitchen equipment that will meet Environmental Health Department requirements. The kitchen equipment includes a new stove, fryer, refrigerator, ice machines, sinks, storage shelves, cabinets and other food preparation items. In addition, a new ventilation system, new light fixtures throughout the building, including existing office, and electrical outlets for new equipment, upgrades to existing electric panel will also be added to accommodate the new electrical loads. The new square footage for the snack bar requires the modification of the existing roof of the entire building structure. A new fire suppression system is also required per code and light fixtures around the perimeter of the building, new tile floors throughout the snack bar, new door to restroom, new floor sinks to accommodate new equipment. The current ADA codes also requires upgrades to the surrounding facility in order to be compliant which consists of site work improvements such as repair to the accessible parking area and pedestrian entrance, replacement of damaged walks due to extensive tree root damage, replacing existing concrete walks and paving adjacent to the concession stand and installation of a grease interceptor as required by City policy; new hi-low drinking fountain and complete interior and exterior paint of the building. A small amount of asbestos containing roofing layers materials and penetration mastic has been identified in the attic above the snack bar dry storage area, the estimated areas is less than 160sf of roofing layers and 2 penetrations.

CITY OF OXNARD
PUBLIC WORK CONTRACT

4. 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 - Number A-7441
(C) Addenda – Numbers One (1)
(D) Specification Number GS10-20
(E) Plans or Drawing Number GS10-20A
(F) Contractor's Bid Proposal and List of Subcontractors
(G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) 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 and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

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

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 120 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD
PUBLIC WORK CONTRACT

CITY OF OXNARD

DR. THOMAS E. HOLDEN, MAYOR

CONTRACTOR:
U.S. DASH CONSTRUCTION, INC.

EMAD DASHTI, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO INSURANCE:

JAMES CAMERON
RISK MANAGER

APPROVED AS TO FORM:

ALAN HOLMBERG
CITY ATTORNEY

CITY OF OXNARD

EDMUND F. SOTELO
CITY MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

RALPH ALAMILLO, PROJECT MANAGER

MICHAEL HENDERSON, SUPERINTENDENT
CM GENERAL SERVICES DIVISION

CONTRACT NUMBER: A-7441

ATTACHMENT NO. 1
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CITY OF OXNARD
SPECIFICATION NUMBER GS10-20

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME U.S. DASH CONSTRUCTION, INC.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001	LS	1	LS	$ 10000
2	Demolition Work- Complete Per Plans and Specs.	SSPWC9-3	LS	1	LS	15000
3	Removal/Abate Roofing Material & Mastic Complete as Identified in Report	SSPWC9-3	LS	1	LS	5000
4	Building Addition and Renovations, Including Painting, Roof, Kitchen– Complete Per Plans and Specs.	Per Spec.	LS	1	LS	269000
5	Site Work Complete – Including Concrete, Landscaping, Irrigation and Lighting	Per Spec.	LS	1	LS	25000
	GRAND TOTAL				$ 324000	

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS10-20

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 324000

Bid Award will be based on the lowest most responsible and responsive lump sum line items bid. The grand total submitted is subject to review and verification.

Bidder must fill in number and date of ***all*** addenda or enter the word ***"none"*** *if* appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	8/11/2011		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 8/24/2011 AT Sherman Oaks, CA

COMPANY NAME U.S. DASH CONSTRUCTION, INC.

SIGNATURE _____ TITLE President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

ATTACHMENT NO. 1
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