Meeting Date: 2/9/2010

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

Prepared By: Mehrdad Rahimi MR Agenda Item No. I-5

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

DATE: January 29, 2010

TO: City of Oxnard Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director

SUBJECT: **Authorization to Award Contract for the Rehabilitation of Bathrooms 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 $755,150 with California Flooring and Construction Company (Agreement number A-7264), using previously appropriated Capital Fund Recovery Grant funds for the rehabilitation of 164 bathrooms at six housing sites scattered throughout Oxnard.

DISCUSSION

On March 18, 2009 the City of Oxnard Housing Authority (OHA) received $2,302,736 in stimulus grant funds under the American Recovery and Reinvestment Act (ARRA) for the modernization and rehabilitation of public housing. The funds must be 100% obligated by March 17, 2010.

In January 2010, the OHA solicited bids for the rehabilitation of the 164 bathrooms in 100 housing units located at scattered sites. The scope of work and specifications were prepared by Rasmussen & Associates, OHA's Architectural and Engineering consultant. On January 20, 2010, five bids were received and evaluated. The bid submitted by California Flooring and Construction was considered to be the most responsive and advantageous to the Housing Authority.

FINANCIAL IMPACT

Funding for this contract would come from the Capital Fund Recovery Grant (authorized by the American Recovery and Reinvestment Act of 2009).

Attachment - Agreement Number A-7264

CITY OF OXNARD HOUSING AUTHORITY
CAPITAL IMPROVEMENT CONTRACT

Date of contract: February 12, 2010
Contract No: A-7264
Name of Contractor: California Flooring & Construction, Inc.
Address: 703 Rancho Conejo Blvd., Newbury Park, CA 91320

Project description: Bathroom Rehabilitations at six sites, (described in Exhibit A, attached hereto), of Multi-family Housing for the Oxnard Housing Authority.

This contract is made at Oxnard, California, as of this 12th day of February 2010 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)(1) 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: $755,150.

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

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: bathroom rehabilitations at six sites of multi-family housing for the Oxnard Housing Authority.

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: 001 & 002.
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 50 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 180 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
HOUSING AUTHORITY

Dr. Thomas E. Holden, Chairman

CFC, INC.

Nancy Slavsky CEO

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO INSURANCE:

Carrie Sabatini
Housing Finance Officer

APPROVED AS TO FORM:

Alan Holmberg,
Authority General Counsel

APPROVED AS TO COMPLIANCE:

Deborah Jones
Contract Administrator

EXHIBIT A

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and services required to rehabilitate 164 bathrooms at six sites (100 housing units).

The contractor will obtain all required permits and inspections in accordance with industry standards and policy of the City of Oxnard.

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 sliding glass doors, shall hereinafter be called the "Work".

THE WORK

All work shall be done in accordance with the following specification sections:

- Section 01001 – Basic Requirements
- Section 02072 – Demolition for Remodeling
- Section 02080 – Asbestos Abatement
- Section 06100 – Rough Carpentry
- Section 06410 – Custom Casework
- Section 07107 – Self-Adhered Membrane Waterproofing
- Section 09300 – Tile
- Section 09650 – Resilient Flooring
- Section 09900 – Painting
- Section 15010 – General Provisions for Mechanical Work
- Section 15400 – Plumbing Systems
- Section 15800 – Heating, Ventilation and Air Conditioning
- Section 16000 – General Provisions
- Section 16060 – Minor Electrical Demolition for Remodeling
- Section 16111 – Conduits
- Section 16120 – Conductors
- Section 16511 – Interior Lighting
- Section G – Asbestos and Lead Investigation Report

MATERIALS

This project is subject to "The Buy American Act of 2009" that requires that "the contractor deliver only domestic end products, i.e., commercially available off-the-shelf items and their components that are mined, produced, or manufactured in the United States. To be eligible, a component is considered to have been mined, produced or

manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the Unites States.

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

Project Schedule:

The Contractor is expected to work with the project manager in developing a work schedule. The project is expected to be completed within 180 working days after receipt of the Notice to Proceed.

Work Hours:

Work will be performed during the hours of 7:00 a.m. and 4:00 p.m. No work is allowed during weekends and/or holidays.

Tenant Notification: Residents will receive advance notification of when their unit will be worked in so that they may be absent during construction hours as much as they can. However, the contractor is expected to continue with the work even if the tenant (s) elect to remain in their unit during the project.

Safety and Security: The contractor is required to secure each unit during periods of non-work; this includes breaks, lunch periods and at the end of the working day; weekends and holidays (if rehab work is not completed).

Scattered Sites: The project manager will arrange entry into the units based on the work schedule.

Warranty:
The contractor shall warranty the workmanship for a period of three (3) years and the materials for a period of five (5) years.

Locations:

640-666 Cuesta del Mar, Oxnard, CA	**1341 – 1387 Althea Court, Oxnard, CA**
2940 – 3020 Concord Drive, Oxnard, CA	**230 – 257 Fashion Park Place, Oxnard, CA**
1330-1356 Fremont Way, Oxnard, CA	**215-237 Hill Street, Oxnard, CA**

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 required inspections and permits are obtained.

EXHIBIT B
SCHEDULE OF PERFORMANCE

1. The contractor shall perform the rehabilitation of 164 bathrooms within 180 days after receipt of the Notice to Proceed.

EXHIBIT 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.