



Meeting Date: 2/23/2010

| 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 *UK* Agenda Item No. I-7  
 Reviewed By: City Manager *SPB* City Attorney *Holmberg* Finance *CS* Other (Specify) *JK*

**DATE:** February 11, 2010

**TO:** City of Oxnard Housing Authority Board of Commissioners

**FROM:** William E. Wilkins, Housing Director  
Housing Authority

**SUBJECT:** Authorization to Award Contract for Rehabilitation of 4 Elevators  
in 2 Public Housing Buildings for the Seniors

**RECOMMENDATION**

That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract (Agreement Number A-7262) in the amount of \$331,872 with ThyssenKrupp Elevator Company for the rehabilitation of four elevators at two senior buildings located at 401 and 801 South C Street in 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, OHA solicited bids for the rehabilitation of the 4 elevators in the two public housing buildings for seniors. The scope of work and specifications were prepared by Rasmussen & Associates, Architectural and Engineering consultants. On January 20, 2010, two bids were received and evaluated. The bid submitted by ThyssenKrupp Elevator was considered to be the most responsive and advantageous to the Housing Authority.

**FINANCIAL IMPACT**

ARRA funds will be used for the rehabilitation of the elevators.

Attachment - Agreement Number A-7262

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

Date of contract: February 12, 2010

Contract No: A-7262

Name of Contractor: ThyssenKrupp Elevator Corporation

Address: 350 South Kellogg Avenue, Ste. E, Goleta, CA 93117

Project description: Hydraulic Elevator Modernizations, Plaza Vista Senior Apartments and Palm Vista Senior Apartments 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: \$331,872.

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: Hydraulic Elevator Modernizations, Plaza Vista Senior Apartments and Palm Vista Senior Apartments 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.
- 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 120 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.

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

THYSSENKRUPP ELEVATOR

\_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

  
\_\_\_\_\_  
LYNN MAGILL  
CONTRACT ANALYST

ATTEST:

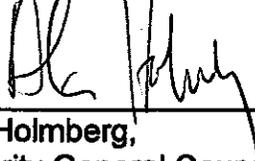
APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

  
\_\_\_\_\_  
Carrie Sabatini  
Housing Finance Officer

APPROVED AS TO FORM:

APPROVED AS TO COMPLIANCE:

  
\_\_\_\_\_  
Alan Holmberg,  
Authority General Counsel

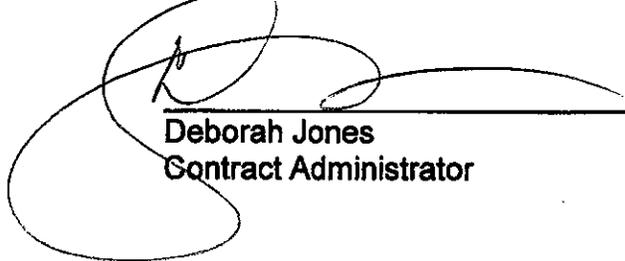
  
\_\_\_\_\_  
Deborah Jones  
Contract Administrator

EXHIBIT A  
SCOPE OF WORK

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 modernization of the hydraulic elevator systems located at 401 South C Street and 801 South C Street, Oxnard, CA, shall hereinafter be called the "Work".

**THE WORK**

The scope of work includes but is not limited to:

- Passenger elevator system modernization complying with current state requirements.
- Removal and replacement of designated existing hydraulic elevator cylinders.
- Door mechanical system upgrade of designated elevator doors.
- Upgrade of designated elevator starter and replacement of designated elevator motor.
- Rehabilitation of the cabs for four (4) elevators; the work shall include, but is not limited to: replacement of finishes, push-button control panel, and lights.
- Provide service and maintenance of elevator systems and components for two (2) years from date of Substantial Completion.

**Plaza Vista Senior Apartments – Elevators 1 and 2**

- One elevator must be kept available for building occupants use at all times during the elevator systems modernizations.
- Door Mechanical System Upgrade - Provide and install door mechanical system upgrade. (See Specification Section 14012).
- Single Bottom Cylinder Replacement - Provide all necessary labor and materials to replace the existing cylinder with an ASME A17.1 – 2000 code compliant cylinder with a sealed cylinder protection liner. (See Specification Section 14012).

**Palm Vista Senior Apartments – Elevator 1**

- One elevator must be kept available for building occupants use at all times during the elevator systems modernizations.
- Door Mechanical System Upgrade – Front and Rear Opening
- Provide and install door mechanical system upgrades for both doors. (See Specification Section 14012).

- Single Bottom Cylinder Replacement - Provide all necessary labor and materials to replace the existing cylinder with an ASME A17.1 – 2000 code compliant cylinder with a sealed cylinder protection liner. (See Specification Section 14012).

**Palm Vista Senior Apartments – Elevator 2**

- One elevator must be kept available for building occupants use at all times during the elevator systems modernizations.
- Door Mechanical System Upgrade - Provide and install door mechanical system upgrade. (See Specification Section 14012).
- Provide and install new solid state starter. (See Specification Section 14012).
- Provide and install new replacement motor. (See Specification Section 14012).

**Permits, Tests and Inspection**

Contractor shall obtain and pay for all necessary permits, licenses and inspection fees necessary to complete the elevator modernization project. The contractor shall also perform tests as required by governing authorities and /or ANSI current A17.2 Elevator Inspector's Manual.

**Maintenance Service**

Contractor shall furnish service and maintenance of elevator system and components for two (2) years after date of Substantial Completion. (See Specification Section 14012).

**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 United States.

**Clean Up**

- The contractor shall keep work areas orderly and free from debris during progress of the project.
- Remove packaging materials on a daily basis as equipment is removed.
- Remove all loose materials and filings resulting from this work from hoist way surfaces and interiors.

- The contractor shall provide the Housing Authority with a change order request for the removal and disposal of Department of Transportation (D.O.T.), approved 55 gal. drums for spoils containment. The Housing Authority will sign all manifests for disposal of materials.
- Clean hoist way, car, car enclosures, entrances, operating and signal fixtures, handrails and trim of dirt, oil, grease, and finger prints.

**Project Schedule**

The project is expected to be completed within 120 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 the elevators will be worked on and which one(s) will be non-operational during the rehab work.

**Method of Entry**

The Contractor will be given a Housing Authority Cardkey for entry into the building by the Project Manager.

- a. No person may duplicate or request the unauthorized duplication of the card key.
- b. No person may transfer the card key from an authorized person to an unauthorized person or be in unauthorized possession of the Housing Authority card key.
- c. Cardkeys in the possession of unauthorized persons will be confiscated.
- d. By possession of this key, the Contractor and his employees agree not to compromise the security of the building and its residents. When entering and leaving, ensure that all doors are secured as they were upon arrival.
- e. Loss of the key may necessitate re-keying of the building; this cost could be assigned to the party losing said key.
- g. Card keys may be kept for the duration of the project and must be returned immediately at project completion. Final payment to the Contractor will be held until the key return has been verified.
- h. Violation of these requirements may result in loss of key privileges. Lost time and inconvenience to the contractor due to delayed entry into secured areas as a result of such loss of privileges will be at no cost to the Oxnard Housing Authority.

**Warranty**

The contractor shall provide one year manufacturer's warranty. Warranty shall include

coverage for elevator operating equipment and devices.

**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 required inspections and permits are obtained.

EXHIBIT B  
SCHEDULE OF PERFORMANCE

The contractor shall perform the modernization of 2 elevators located at 401 South C Street and 2 elevators located at 801 South C Street within 120 working days after receipt of the Notice to Proceed.

**EXHIBIT C  
SCHEDULE OF RATES**

Progress payments will be made to the Contractor at the following completion milestones:

|                |   |
|----------------|---|
| First Payment  | Completion of cylinder replacement at both sites  |
| Second Payment | Completion of door work at both sites   |
| Third Payment  | Completion of installation of solid state starter and motor at 801 South C Street – Elevator #2 |
| Final Payment  | Release of 10% retention  |

(Please note that retention is based on the total contract price and will be deducted from the amount of the first invoice submitted for payment.)