



Meeting Date: 11/16/2010

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 Rahimian Agenda Item No. I-9
 Reviewed By: [Signature] City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: November 2, 2010

TO: City of Oxnard Housing Authority Board of Commissioners

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

SUBJECT: **First Amendment to Capital Improvement Contract with Vinyl Concepts, Inc., for Demolition and Reconstruction of Public Housing Carports**

RECOMMENDATION

That the Board of Commissioners approve and authorize the Chairman to execute a first amendment of the contract with Vinyl Concepts, Inc. (A-7263) to increase the contract amount by \$482,362.80 for a total of \$1,217,362.80, and to add three public housing sites to the scope of work.

DISCUSSION

On October 5, 2009, Housing Authority solicited bids from qualified contractors to replace 101 carports and to construct an additional 35 new carports at six scattered public housing sites. Unlike previous projects, staff was recommending that existing carports be replaced with vinyl materials, which would be termite proof and easy to remove graffiti.

Seven vendors participated in the initial bid process, however, Vinyl Concepts, Inc. was the only bidder principally because of the materials required. Prior to awarding the project to Vinyl Concepts, Inc. staff was required to obtain authorization from the U.S. Department of Housing & Urban Development (HUD) because there was only one bid. On February 12, 2010 Vinyl Concepts, Inc. bid in the amount of \$1,217,362.80 was approved by the Los Angeles HUD Field Office. However, there were not sufficient funds to address all 136 carports at the six sites. Therefore, staff opted to identify what could be accomplished with the \$735,000 available. Consequently, three sites comprised of 75 carports at three locations became phase one. On February 9, 2010, staff requested approval from the Board of Commissioners to approve a contract not to exceed \$735,000 to demolish and reconstruct 75 carports at three public housing sites. The Housing Authority has now received its 2010 Capital Funds appropriation for Public Housing, which will provide the necessary funds to complete phase two of the project, which amounts to 61 units at the other three public housing sites. This amendment to the existing contract is scheduled to cost \$482,362.80 which would bring the total contract total to \$1,217,362.80.

Subject/ First Amendment to Capital Improvement Contract with Vinyl Concepts, Inc., for Demolition and Reconstruction of Public Housing Carports

October 19, 2010

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As a follow-up to concerns raised by the Construction Industry Force Account Council (CIFAC), staff initiated a conference call on Tuesday, November 2nd, with representatives from CIFAC, HUD Los Angeles, and the City Attorney Office. All issues presented by CIFAC were resolved to their satisfaction during the conference call. Additionally, staff is providing copies of an approval letter from the local HUD Office dated October 28, 2010. This letter indicates HUD's approval of \$1,217,362.80 contract amount.

FINANCIAL IMPACT

Project funds will come from the Public Housing Capital Fund Grants.

Attachment 1- Agreement Number A-7263

Attachment 2- First Amendment

Attachment 3- Approval Letter from HUD

CITY OF OXNARD HOUSING AUTHORITY
CAPITAL IMPROVEMENT CONTRACT

Date of contract: February 12, 2010
Contract No: A-7263
Name of Contractor: Vinyl Concepts, Inc.
Address: 1270 Rancho Conejo Blvd., Newbury Park, CA 91320

Project description: Provide all labor and materials necessary to provide and install electrical wiring, energy efficient lighting, motion sensor lighting and the fabrication and installation of vinyl carport covers at the "Scattered Sites" (CAL 31-7), Oxnard California.

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 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: Not-to-Exceed \$735,000.

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.

ATTACHMENT NO. 1
PAGE 1 OF 7

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: Provide all labor and materials necessary to provide and install electrical wiring, energy efficient lighting, motion sensor lighting and the fabrication and installation of vinyl carport covers at the "Scattered Sites" (CAL 31-7), Oxnard, California.

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: Not Applicable
- (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

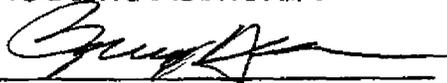
The time limit for the completion of the work is 30 calendar days per site after contract award.

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

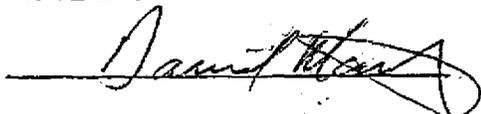


Dr. Thomas E. Holden, Chairman

VINYL CONCEPTS, INC.



ATTEST:



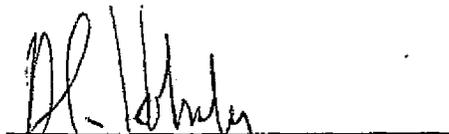
Daniel Martinez, Secretary Designate

APPROVED AS TO INSURANCE:



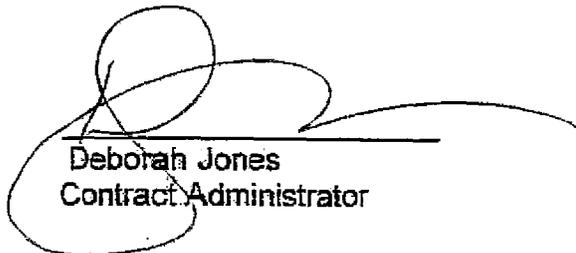
Carrie Sabatini
Housing Finance Officer

APPROVED AS TO FORM:



Alan Holmberg,
Authority General Counsel

APPROVED AS TO COMPLIANCE:



Deborah Jones
Contract Administrator

SCOPE OF SERVICES

Contractor to provide all labor and material necessary for the replacement of existing carport lighting, (wiring and fixtures), and the fabrication and installation of vinyl carport covers at the "Scattered Sites" (CAL 31-7).

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

THE WORK

- Remove existing roofing material including all tongue and grooves and 4"x 8" beams.
- Maintain existing 4" steel posts and 4 x steel column caps and use them to support the new vinyl roofing system.
- Remove all existing electrical conduits, wiring, and fixtures and replace them with new energy efficient fluorescent (Energy Star certified) lighting fixtures and motion sensor lighting fixtures. Motion sensor lighting fixtures to be installed in alternating pattern with regular lighting fixtures
- Install all new fixtures in the middle of the carport stalls.
- Install new insulated panel aluminum roofing and decking material as required and designed by the designing manufacturer to fit the existing structural posts and caps and to match existing vinyl fencing in color and style.
- Install new vinyl fascia to finish edges in matching vinyl color.
- Carport vinyl finish and color to match existing vinyl fencing at each site.
- Paint all carport poles same color as existing. (Black Pool W7300 – De6315 Sparta Sheen).
- Construct new carport areas to match the replaced ones as indicated on site plans.
- Cuesta del Mar site: replace bent post as indicated on site plan.
- Althea Court site: cut and patch existing pole as indicated on site plan.
- Remove, haul and recycle all old materials.
- Keep work areas clean and safe.
- Leave work areas broom clean at the end of each working day.

All dimensions must be verified by the contractor; variance between estimated and actual square footage will not form a basis for additional compensation.

All paint colors specified are brand name or approved equal. The Oxnard Housing Authority CFAM Division shall approve any substituted material(s) before use.

LOCATION

The work shall be performed at the following sites:

640 – 666 Cuesta del Mar
1341 – 1387 Althea Court

230 – 257 Fashion Park Place

EXHIBIT B
SCHEDULE OF PERFORMANCE

1. The contractor shall begin site preparation and installation of the carport covers within thirty (30) days after receipt of the Notice To Proceed.
2. The period of performance will be 90 working days after contract award.
3. The contractor and the Authority shall determine the order of work based on conditions of existing covers after contract award.

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. Contractor will be paid the following sums for work performed at each site in full, (minus 10% retention), after completion of the project and acceptance by the Housing Authority.

640 – 666 Cuesta del Mar	\$95,577
230 - 257 Fashion Park Place	\$322,849
1341 – 1387 Althea Court	\$250,382

(Please note that 10 percent retention will be deducted from the amount of the first invoice submitted for each site.)

FIRST AMENDMENT TO AGREEMENT FOR CAPITAL IMPROVEMENT CONTRACT

This First Amendment ("Amendment") to the Agreement for Capital Improvement Contract ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of October, 2010 by and between the Oxnard Housing Authority ("OHA"), and Vinyl Concepts, Inc. ("Contractor"). This First Amendment amends the Agreement entered into on February 12, 2010, by OHA and Contractor.

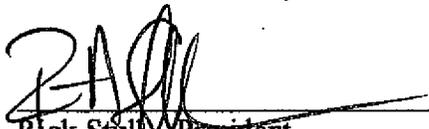
OHA and Contractor agree as follows:

1. Section 4 of the Agreement is supplemented by Exhibit A-1, attached hereto and incorporated herein by reference.
2. In Section 2 of the Agreement, the figure "\$735,000" is deleted and replaced with the figure "\$1,217,362.80". Section 2 of the Agreement is supplemented by Exhibit C-1, attached hereto and incorporated herein by reference.
3. Amend Section 7 of the Agreement "Time for Performance" in accordance with Exhibit B-1, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD
HOUSING AUTHORITY

VINYL CONCEPTS, INC.

Dr. Thomas E. Holden, Chairman


Rick Stull - President

ATTEST:

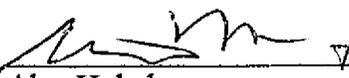
APPROVED AS TO INSURANCE:

Daniel Martinez, Secretary Designate

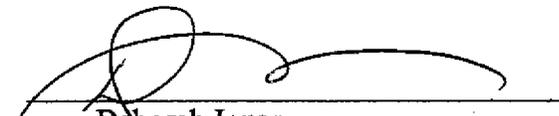

Carrie Sabatini
Housing Finance Officer

APPROVED AS TO FORM:

APPROVED AS TO COMPLIANCE:



Alan Holmberg,
Authority General Counsel



Deborah Jones
Contract Administrator

EXHIBIT A-1
SCOPE OF SERVICES

Contractor to provide all labor and material necessary for the replacement of existing carport lighting, (wiring and fixtures), and the fabrication and installation of vinyl carport covers at the "Scattered Sites" (CAL 31-7).

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

THE WORK

- Remove existing roofing material including all tongue and grooves and 4"x 8" beams.
- Maintain existing 4" steel posts and 4 x steel column caps and use them to support the new vinyl roofing system.
- Remove all existing electrical conduits, wiring, and fixtures and replace them with new energy efficient fluorescent (Energy Star certified) lighting fixtures and motion sensor lighting fixtures. Motion sensor lighting fixtures to be installed in alternating pattern with regular lighting fixtures
- Install all new fixtures in the middle of the carport stalls.
- Install new roofing and decking material as required and designed by the designing manufacturer to fit the existing structural posts and caps and to match existing vinyl fencing in color and style.
- Install new vinyl fascia to finish edges in matching vinyl color.
- Carport vinyl finish and color to match existing vinyl fencing at each site.
- Paint all carport poles same color as existing. (Black Pool W7300 – De6315 Sparta Sheen).
- Construct new carport areas to match the replaced ones as indicated on site plans.
- Fremont Way site: cut and patch existing pole as indicated on site plan.
- Remove, haul and recycle all old materials.
- Keep work areas clean and safe.
- Leave work areas broom clean at the end of each working day.

All dimensions must be verified by the contractor, variance between estimated and actual square footage will not form a basis for additional compensation.

All paint colors specified are brand name or approved equal. The Oxnard Housing Authority CFAM Division shall approve any substituted material(s) before use.

LOCATION

The work shall be performed at the following sites:

2940-3020 Concord Drive 1330-1356 Fremont Way 215-237 Hill Street

EXHIBIT B-1
SCHEDULE OF PERFORMANCE

The period of performance is extended to and including January 31, 2010.

ATTACHMENT NO. 2
PAGE 3 OF 4

EXHIBIT C-1
SCHEDULE OF RATES

1. Contractor will be paid the following sums for work performed at each site in full, (minus 10% retention), after completion of the project and acceptance by the Housing Authority.

2940 – 3020 Concord Drive	\$205,677.60
1330 – 1356 Fremont Way	\$190,017.60
215 – 237 Hill Street	\$152,858.40



U.S. Department of Housing and Urban Development
Office of Public Housing
Los Angeles Field Office, Region IX
611 W. 6th Street, Suite 1040
Los Angeles, CA 90017

OCT 22 2010

Mr. William E. Wilkins
Housing Director
Housing Authority of the City of Oxnard
435 South D Street
Oxnard, CA 93030

Dear Mr. Wilkins:

SUBJECT: Approval of Single Bid Contract Award

We have reviewed your request dated October 8, 2010, to re-affirm the approval to award a contract for Vinyl Carpets Covers, Upgrade Carport Electrical Wiring and Lighting Fixtures. In reviewing the outreach activities, we were assured that the Authority conducted the required procurement outreach during the request for bids process. Also, an independent cost analysis has been performed and confirmed that the bid by Vinyl Concept, Inc. of Newbury, CA is within the range of the estimate.

Based on our review of the submitted documents, we hereby approve of single bid award for the above work to Vinyl Concept, Inc. of Newbury, CA, in the amount of \$1,217,362.80.

If you have any questions, please call Mr. Christopher Granger at (213) 534-2707, or e-mail christopher.r.granger@hud.gov.

Sincerely,

K. J. Brockington
Director
Office of Public Housing

ATTACHMENT NO. 3
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