



| ACTION | TYPE OF ITEM |
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| <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-6

Reviewed By: City Manager *JEB* City Attorney *AK* Finance *Q* Other (Specify) _____

DATE: June 1, 2012

TO: City of Oxnard Housing Authority Board of Commissioners

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

SUBJECT: Authorization to Award Contract for the Replacement of Kitchen Cabinets 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 \$403,190 with Bentley Construction Group, Inc. (Agreement number A-7502), using funds previously appropriated from the 2010 and 2011 Capital Fund grants, for the replacement of the existing kitchen cabinets in 100 public housing units at Felicia Court housing development located at 1201 through 1363 Felicia Court.

DISCUSSION

On July 15, 2010 and on August 2, 2011 the City of Oxnard Housing Authority (OHA) received \$1,936,567 and \$1,609,047 Capital Fund grants, respectively, for the modernization and rehabilitation of public housing units. The grants were approved by the Department of Housing and Urban Development (HUD). The 2010 funds must be 100% obligated by July 15, 2012.

On February 02, 2012 the Oxnard Housing Authority Resident Advisory Board during its annual Capital Fund meeting requested that the funds allocated for the replacing of the existing fencing at Felicia Court be used instead to replace the existing old kitchen cabinets in the units. The Housing Authority revised the annual plans accordingly and forwarded them to HUD for their approval. In March 2012, the revised plans which included the kitchen cabinets were approved by HUD.

In April 2012, the OHA solicited bids for the replacement of the kitchen cabinets in 100 housing units at Felicia Court. During the solicitation period eleven companies attended the walk-through, and on May 3, 2012, five bids were received and evaluated. Bentley Construction Group, Inc. was considered to be the lowest responsive and responsible bidder. The purpose of this project is to replace and upgrade the old kitchen cabinets and related accessories which will enhance the health and safety standards, required by HUD, for the residents and will reduce the maintenance operation cost for the Housing Authority.

Subject/ Authorization to Award Contract for the Replacement of Kitchen Cabinets in Public Housing Units.

June 5, 2012

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FINANCIAL IMPACT

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

Attachment #1 - Agreement Number A-7502

CITY OF OXNARD HOUSING AUTHORITY
CAPITAL IMPROVEMENT CONTRACT

Date of contract: June 12, 2012
Contract No: A-7502
Name of Contractor: Bentley Construction Group, Inc.
Address: 240 Ford Avenue, Ventura, California 93003

Project description: Kitchen Cabinet Replacement project at (CAL 31-2) Felicia Court Apartments, Oxnard, California for the Oxnard Housing Authority.

This contract is made at Oxnard, California, as of this 12th day of June, 2012 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: \$403,190.

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: Kitchen Cabinet Replacement project at (CAL 31-2) Felicia Court Apartments, 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: 0
- d. Specifications. (Exhibit A)
- 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 135 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.

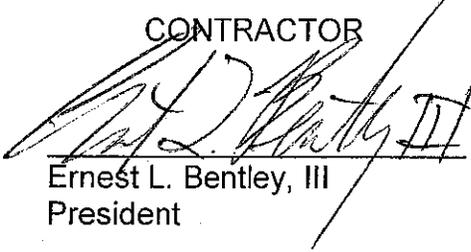
8. Acknowledgement

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

Dr. Thomas E. Holden, Mayor

CONTRACTOR

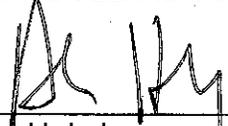


Ernest L. Bentley, III
President

ATTEST:

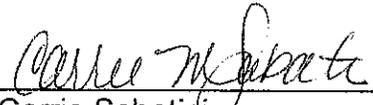
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg
Authority General Counsel

APPROVED AS TO INSURANCE:



Carrie Sabatini
Housing Finance Officer

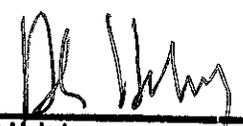
APPROVED AS TO COMPLIANCE:



Deborah Jones
Contract Administrator

APPROVED AS TO AMOUNT:

Karen B. Burnham
Interim City Manager

APPROVED AS TO FORM:


Alan Holmberg
City Attorney

EXHIBIT A
SCOPE OF WORK

The purpose of the project is to replace the existing kitchen cabinets and countertops in 100 units at Felicia Court Apartments (CAL 31-2). The Oxnard Housing Authority (OHA) may, at its option include the replacement of other kitchen items, dependent upon budgetary limitations.

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".

Scope of Work:

Scope of work includes but is not limited to the following.

A: Prepare documentation and apply for permits. Use provided documents and/ or provide additional documentation and information, if needed, until the permits are approved. Pay for and pull all the required permits. One permit will be pulled for each building. There are 16 buildings. (See Drawings)
Call for inspection as required and get a final sign off, from the inspectors, on each permit.

Note: Please do not include the cost of permits in your bid. Contractors will be reimbursed, via a change order, for the cost of permits upon submittal of the invoice paid to the City of Oxnard.

B: Removal and disposal of the existing wall cabinets, base cabinets, and countertops in 100 units. Also removal and salvage of range hoods, kitchen sinks, kitchen faucets, and garbage disposal, etc. in all units and salvage them to be reinstalled in the new cabinets and in the new counter tops as specified in the specification section below.

Note: Replacement of the existing range hoods, kitchen sinks, kitchen faucets, water supply lines and angle stops, etc. with new ones are optional items in the bid schedule pending approval of the budget. (See bid schedule for details)

Lead Based Paint Disclosure: The cabinets will be tested to confirm the existence or absence of lead base paint (LBP) prior to the start of work. If LBP is confirmed, the Housing Authority will handle the removal and disposal of lead based paint containing

items. **SPECIAL NOTE:** All contractors and/or laborers involved in removal of the cabinets are to be lead-safe certified in accordance with EPA regulations and guidelines. Contractor to provide copies of certificates for every person involved in demolition/removal of existing cabinets and countertops prior to the start of work.

C: Supply and fit installation of all cabinets and countertops including fillers and moldings where needed in all units. Please note that contractors are required to provide shop drawings of the new cabinet layouts for approval prior to installation. The drawings must present the best fit possible; that is the most efficient lay out that could possibly be fit in the kitchens.

D: Supply and install a 15" deep 18" High wall cabinet above kitchen sink. Remove the existing recessed light, provide and install an extension ring and a cover plate on the light as needed, provide and install required wiring from the light ran through the cavity on the top and behind the cabinet to power the newly supplied and installed under cabinet light fixture. Cut the top of the new cabinet enough to provide access to the created junction box in the ceiling.

E: Supply in part or in whole and properly install and seal new range hoods, new kitchen sink, new kitchen faucet, new supply lines and angle stops per contract and per specification below or clean, re-install, and seal the salvaged items back in place. In installation or re-installation of these items allow for any modification that may be required to be done on the existing plumbing and ductwork depending on the size and style of the fixtures.

F: Finish the job by installing ¼" round matching moldings at all exposed corners including wall cabinets exposed sides and tops under the soffits and at the toe boards of the base cabinets to cover the gaps of the existing floor covering in the kitchen. Apply clear silicon on the top of countertops and open joints and anywhere else where needed.

Drawings:

Drawings include, existing site plan, existing kitchen floor plans with existing kitchen cabinets layout for 2, 3, 4, and 5 bedroom units, Typical elevation view of the existing kitchen cabinet in the units. (9 pages).

Note: The dimensions given on the drawings are for bidding purposes only. The actual dimensions may vary by 1-2 inches more or less. Since the project is a retrofit project the contractor is required to accurately measure the existing kitchen walls and areas in each unit and fit them in place. Please allow for vertical and/or horizontal matching fillers in your shop drawings for best fit where needed. (Field verification is required)

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

Specifications:

Wall and Base Cabinets (per approved shop drawings)

CONSTRUCTION:

Armstrong Cabinets, Extreme™ Box Series Construction or approved equal.

DIMENSIONS:

Wall cabinets Height: 30" above Fridges 15" above Stoves and Sinks 18"
Wall cabinets Depth: 12" (Except for the additional wall cabinet which shall have 15" depth. (To cover the existing recessed light in the soffit)
Wall cabinets Width: Designed by contractors

Base cabinets Height: 34 ½" Base cabinets Depth: 24" Toe board Height: 4 ½"
(**Please note:** Existing dryer vent runs underneath all base cabinets to the outside. Contractors to assure there is enough space under the base cabinets to cut through the base sides and run the venting flex pipes under the base cabinets to the outside)
Base cabinets Width: Designed by contractors

DOOR STYLE: Armstrong Cabinets or approved equal. Plantation Hardwood Coronet (059COR), Finish: Honey

FRONT FRAME – 3/4" Thick dried solid hardwood. Mortise and tenon or bore and dowel construction frame joinery reinforced with glue and nail. Stiles 1 1/2" wide. Mulls 3" wide. Rails 1 3/4" wide. Stiles and top and bottom rails dadoed to receive ends, tops and bottoms.

END PANELS: STANDARD – Nominal 1/2" thick (12mm), multi-ply Type 1 exterior glue hardwood plywood, dadoed to receive tops and bottoms. Ends are inserted into dado in face frame and recessed 3/16" and rabbeted to receive backs.

TOP/BOTTOM PANELS – Nominal 1/2" thick (12 mm), multi-ply hardwood plywood. Tops and bottoms let into end panels, front rails and hang rails, glued and stapled. Bottoms are supported at rear of base cabinets by nominal 1/2" thick multi-ply hardwood plywood.

HANGING RAILS – Wall cabinets: nominal 3/4" thick (18 mm) x 3" high multi-ply hardwood plywood, running full cabinet length at the top and bottom. Base cabinets: nominal 3/4" thick (18 mm) x 7 1/4" high solid pine at the top. All hang rails are rabbeted to inset in end panels and to receive backs.

BACK PANEL – Nominal 1/4" thick (6 mm), hardwood plywood securely glued and stapled to rabbets in end panels and hang rails.

SHELVES – (2 shelves in wall cabinets and 1 shelf in base cabinets where needed) Nominal 1/2" thick (12 mm), multi-ply hardwood plywood, 10 7/8" deep with hardwood veneer banded front edge. Shelves are fixed into dados in end panels on all cabinets.

TOE BOARD: Toe kick is 4 1/2" min. high and recessed 3 3/8"

STANDARD – Nominal 3/4" thick (18 mm), Alkaline Copper Quaternary pressure treated lumber used for toe board captured between end panels.

BASE CORNER BRACES – Two 3/4" x 1 1/2" solid hardwood or hardwood plywood corner braces running full depth front to back of cabinet. All braces are glued and pinned at top of cabinet to front frame, rear hanging rails and end panels.

DRAWERS – 11/16" thick solid pine lumber four sided drawer box. Ends are captured in drawer side dados. Drawer bottoms are nominal 1/4" thick (6 mm) hardwood plywood dadoed into all four drawer box sides. All drawer parts are glued and stapled together. Drawer Upgrades: Dovetail Drawers which includes under-mount drawer guides

DRAWER GUIDES – High quality epoxy coated steel, Extreme grade, side mounted guides, self-adjusting in mounting brackets. Mounting brackets are screwed to solid pine back hanging rails. Built-in stop, self-closing and stay-closed features with a 100 lb. rated load capacity.

HINGES: STANDARD – Heavy duty, high quality steel, concealed 6-way adjustable hinge with self-closing feature.

FINISH: Honey: Furniture quality protective finish system on doors, drawer fronts, front frames and veneer end panels consisting of sanding, stain, catalyzed sealer and catalyzed clear top coats. All interior end, top, bottom and back panels are finished plywood with clear sealer and top coat.

COUNTERTOPS:

CONSTRUCTION: Wilsonart™ Laminate Countertops or approved equal.

Style: Caprice (Countertop with water drip stop and high integral back and side splashes)

Design: Premium Design: Mesa Gold 4580K-07

Build-Up Kit: No miter cut needed, straight cuts only if needed.

End Cap Kit: Supply and install to match in style and design with countertops.

OPTIONAL ITEMS:

Additional Wall Cabinet above Kitchen Sink

Wall cabinets Height: 18"

Wall cabinets Depth: 15" depth. (To cover the existing recessed light in the soffit)

Wall cabinets Width: Designed by contractors

Under-Cabinet Kitchen Light (wired and installed)

Manufacturer: General Electric or approved equal

GE 24" long premium direct wire fluorescent under-cabinet light Model # 16687

Supply and install under cabinet on the top of the kitchen sink and direct wire it to the existing light on the soffit above. Run wires from underneath, behind and top of the cabinet.

Kitchen Range Hood

Manufacturer: Broan Model 423001 or approved equal
White, 30" Wide
7" round duct vent
190 CFM Min. 6.0 Sones, Max.
Rocker-type fan with light switches
Provide and include fluorescent light bulb. **Energy Star** certified fixture is preferred.
Provide and include 7" to 4" galvanized vent adapter with flap damper if needed.

Kitchen Sink

Manufacturer: Moen or approved equal
22212 Camelot 20 Gauge Double Bowl 3 Hole Drop-In Sink, Stainless Steel
Top mount double bowl sink
Overall dimension: 33" x 22"
Faucet mount options: 3 hole
Equal size bowls
Bowl dimensions: 14" x 16" x 8"
20 gauge min. nickel-bearing stainless steel material
Note: 18 gauge is preferred from another manufacturer with equal price
Sound shield sound deadening, inhibits condensation
10 Year Limited Manufacturer Warranty

Kitchen Faucet

Manufacturer: Wolverine Brass 52434 (without spray) or approved equal
Ceramic disc cartridges
Heavy cast brass body with integral shanks and spout housing
Heavy cast brass spout
Triple plated high luster chrome finish
1/2" IPS threaded brass shanks 8" on centers
OPERATION:
Twin large canopy handles
90° turn from full off to full on
2.2 gpm (7.6 l/min) aerator
STANDARDS:
Designed and manufactured to comply with CSA B-125, ASME A112.18.1M and NSF standards.
MOUNTING SURFACE REQUIREMENTS:
Surface thickness 1-1/4" maximum
Three (7/8" min to 1-1/4" max. dia.) holes 4" on centers

Kitchen Sink Water Supply Hoses (2)

Manufacturer: Brass Craft vinyl supply hose or approved equal.
Provide water supply hoses for both hot and cold lines. Verify length before bidding or ordering

Angle Stops (2)

Manufacturer: Brass Craft ¼ turn stop or approved equal.

All new angle stops shall have compression connection for the existing ½" copper pipes. Verify connections before bidding or ordering.

Warranty:

The contractor shall warranty the work for a period of **one (1) year** against defects in workmanship and **five (5) years** by the manufacturer for material defects.

Location of the Project:

The project site is located in Colonia neighborhood. The project addresses are 1201 through 1363 Felicia Court, off of Marquita Street in Oxnard, California. (See Site Plan)

Note: Parking spaces are limited in the area and usually numbered and assigned to the residents. The contractors may park on the parking spaces for the guests (Not numbered) or on Marquita Street, where available, and they will be responsible for their own violations.

Work Hours:

From 7:30 AM to 4:30 PM max.

No work is allowed Saturdays, Sundays and during any official holidays.

Housing Authority is closed every other Fridays. No work is allowed on the off Fridays.

Safety and Security:

The contractor is required to secure the kitchen area during work hours and lunch hours and assure the safety of the residents during construction. We require the contractor to remodel as many kitchens as they can replace each day. This way the units will be secured after complete installation. We require a minimum of **2 kitchens** in **2 units** to be completed each working day.

Project Schedule:

The contractor is expected to complete the job in not to exceed **135 working days** as broken down below or as desired by the contractor.

85 days for pulling the permits, supplying material, receiving, and storing the materials.

50 days (based on 2 units per day) for the actual removal and re-installation work.

This schedule shall take effect right 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 notify the residents based on the work schedule to stay out of the kitchen area during construction hours as much as they can. However the contractor is expected to work with the tenants if they decide to stay home and use the refrigerator and/or stove during construction. We will also ask the residents to empty their kitchen cabinets a day before the construction. However if some stuff is

left in the cabinets the contractor is expected to work with the residents to move them out of the way.

Construction Debris:

The contractor shall remove and dispose of 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, it is anticipated that a lot of debris will be generated and may require installation of additional trash bins on the street. The old cabinets, old counter tops, etc... shall be moved intact out of the residential units into the trash bin due to possible LBP content and preferably be taken away out of the reach of children and out of the site on a daily basis.

Storage Bin and Trash Bin

The contractor shall provide bins and/or containers for the temporary storage of the cabinets and other related materials at the job site and/or in a nearby warehouse or in their own warehouse and to coordinate delivery of the cabinets and materials to the job sites on as needed basis whichever is more cost effective and works best for them.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/or the Housing Authority staff after completion of each building at the job sites. Upon approval the contractor may partially bill the Housing Authority for that completed building. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

Payment: The contractor may receive Progress Payments under this contract if desired. The amount of contract retention will be 10% of each progress payment invoiced.

EXHIBIT B
SCHEDULE OF PERFORMANCE

1. The contractor shall perform the kitchen cabinet and countertop replacement/retrofit work within 135 working days after receipt of the Notice to Proceed.

SECTION C
SCHEDULE OF RATES

1. The Contractor will receive the sum of \$403,190 in total for completion of the kitchen project.
2. 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.
3. 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.
4. 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.