

HOUSING AUTHORITY REPORT**DATE ISSUED:** November 30, 2009**REPORT NO:** HAR 10-002**ATTENTION:** Members of the Housing Authority
For the Agenda of January 5, 2010**SUBJECT:** Removal and Replacement of Kitchen and Bathroom Cabinets at Various Housing
Commission Sites**REQUESTED ACTION:**

Request the Housing Authority award a construction contract to the lowest responsive bidder in the total amount of \$828,584 for kitchen and bathroom upgrades at various Housing Commission sites.

STAFF RECOMMENDATION:

- 1) Recommend that the Housing Authority determine the bids of Gibraltar Construction Co. Inc. and Quality Pacific Construction, Inc. to be non-responsive for failure to comply with provisions set forth in the Invitation to Bid.
- 2) Recommend that the Housing Authority approve the award of a contract to Sun Country Builders in the amount of \$828,584 for kitchen and bathroom upgrades at the Housing Commission sites located at 10101 Maya Linda Rd., 8714-8732 Hurlbut St. and 8637-8707 Glenhaven St., 5359 – 5389 Santa Margarita St., 4541 33rd St., 4720 34th St., 4575-4579 38th St., 3010 39th St., and 4261 45th St.
- 3) Following final approval of the contract award by the Housing Authority, authorize the President & Chief Executive Officer to execute the contract (Attachment 1) and expend up to a ten percent contingency (\$82,858), if necessary, for items not anticipated in the original scope of work.

SUMMARY:

The Housing Commission has an ongoing requirement to improve the physical condition of its existing housing stock to assure that such projects continue to be available as affordable housing for eligible residents. The proposed work under this contract generally provides for the removal and replacement of plumbing fixtures, kitchen cabinetry, countertops, bathroom vanities including uni-lav tops and interior painting of kitchens and bathrooms in 111 apartments at the family housing developments located at 4261 45th Street, 3010 39th Street, 4720 34th Street, 4541 33rd Street, 10101 Maya Linda Road, 8637 – 8643 Glenhaven Street, 8649 – 8655 Glenhaven Street, 8661 – 8667 Glenhaven Street, 8701 – 8707 Glenhaven Street, 8714 – 8720 Hurlbut Street, 8726 – 8732 Hurlbut Street, 4575 – 4579 38th Street, 5359 – 5389 Santa Margarita Street located in the City of San Diego.

FISCAL CONSIDERATIONS:

This contract is included in the FY10 Housing Commission budget previously approved by the Housing Commission and the Housing Authority on May 15, 2009 and June 16, 2009, respectively.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On November 13, 2009 the Housing Commission Board of Commissioners approved this item on consent.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On September 9, 2009, an Invitation For Bids was issued for this work. Bid advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa*, and the *Voice and Viewpoint*. In addition, One Hundred Ninety-Nine (199) invitations were sent as outreach to general contractors.

On September 23, 2009, a pre-bid conference was conducted with twenty-two (22) firms in attendance. During the bid period, bid packages were provided to a total of eight (8) plan rooms.

At bid closing on October 12, 2009, six (6) bids were received. Information on the submitted bids is outlined below:

Bidder	Amount	Responsive Bidder	DBE
Gamma Builders, Inc.	\$1,193,302	Yes	No
Gibraltar Construction Co. Inc.	\$ 888,000	No	No
Nautilus General Contractors	\$1,202,038	Yes	No
Quality Pacific Construction	\$ 794,465	No	No
Strong Arm Construction	\$1,050,282	Yes	No
Sun Country Builders	\$ 828,584	Yes	No

Upon review of the submitted bids, it was discovered that Gibraltar Construction Co. Inc. and Quality Pacific Construction did not take actual on-site measurements as required by the bid documents. This failure caused the bids to be preliminarily determined to be non-responsive.

The Housing Commission notified both Gibraltar Co. Inc. and Quality Pacific Construction that the Housing Commission had preliminarily determined that their bids were nonresponsive to the specifications of the published Invitation For Bids. Opportunity was provided to both respondents to submit evidence in opposition to the preliminary determination which was not forthcoming. As of the date of the drafting of this report, no information was submitted by either Gibraltar or Quality Pacific. If such information is received after this report is published, it will be presented to the Board at the hearing.

KEY STAKEHOLDERS & PROJECTED IMPACTS:

The Housing Commission is the owner and manager of the 100% affordable family public housing developments located at 4261 45th Street, 3010 39th Street, 4720 34th Street, 4541 33rd Street, 10101 Maya Linda Road, 8637 – 8643 Glenhaven Street, 8649 – 8655 Glenhaven Street, 8661 – 8667 Glenhaven Street, 8701 – 8707 Glenhaven Street, 8714 – 8720 Hurlbut Street, 8726 – 8732 Hurlbut Street, 4575 – 4579 38th Street, 5359 – 5389 Santa Margarita Street. The completion of this contract will improve the living conditions of the residents at this site. Sun Country Builders is a San Diego based construction company. Staff analysis indicates that Sun Country Builders has submitted the lowest reasonable bid and is capable of completing the work.

ENVIRONMENTAL REVIEW:


This action is categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). Processing under the National Environmental Policy Act (NEPA) is not required as no federal funds are implicated in this activity.

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Kitchen and Bathroom Upgrades at Various HC Sites
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Respectfully submitted,


Steven E. Snyder
Vice President for Asset Management

Approved by,


Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Attachments: 1 – Contract
2 – Workforce Analysis

Attachment No. 1

SAN DIEGO HOUSING COMMISSION

WITH

SUN COUNTRY BUILDERS

Contract No. CI-10-04

THIS AGREEMENT "Contract", entered into the 1st day of December 2009,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel: (619) 231-9400

and the Contractor:

SUN COUNTRY BUILDERS
138 Escondido Avenue, Ste. 204
Vista, CA 92084
Tel: (760) 630 8042

WITNESSETH, that the Contractor and the Commission for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work: The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the removal and replacement of kitchen and bathroom cabinets at 4261 45th Street, 3010 39th Street, 4720 34th Street, 4541 33rd Street, 10101 Maya Linda Road, 8637 – 8643 Glenhaven Street, 8649 – 8655 Glenhaven Street, 8661 – 8667 Glenhaven Street, 8701 – 8707 Glenhaven Street, 8714 – 8720 Hurlbut Street, 8726 – 8732 Hurlbut Street, 4575 – 4579 38th Street, 5359 – 5389 Santa Margarita Street, in strict accordance with the Specifications dated September 9, 2009, and Addendum number 1, dated September 22, 2009, Addendum number 2, dated September 24, 2009, Addendum number 3, dated September 29, 2009, Addendum number 4, dated October 1, 2009, and Addendum number 5, dated October 2, 2009. Specifications, Addenda and drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price: The Commission shall pay the Contractor for all performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of EIGHT-HUNDRED TWENTY-EIGHT THOUSAND FIVE-HUNDRED EIGHTY-FOUR DOLLARS AND NO/100 (\$828,584).

ARTICLE 3. Indemnity: Subject to only the limitations of the applicable statutes of limitations as contained within applicable State and Federal law, Contractor agrees to indemnify, hold harmless and defend the City of San Diego ("the City"), the Commission and the Housing Authority of the City of San Diego ("the Housing Authority"), and each of them (hereinafter collectively referred to as "Indemnitee"), against any and all liability, claims, fines, penalties, judgments, complaints, causes of action, actions, or demands, including demands arising from injuries to or death of persons (Contractor's employees included) and damage to

property, or any other loss, damage or expense, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor including those in part due to the negligence of Indemnatee save and except liability, claims, judgments or demands arising through the sole negligence or sole willful misconduct of Indemnatee or resulting from defects in design furnished by Indemnatee and Contractor will, if requested by Indemnatee, defend any such suits against the Commission, the City and/or the Housing Authority, at the sole cost and expense of Contractor, with counsel of Indemnatee's choosing. This defense and indemnity provision shall not be interpreted as an agreement allowing the prevailing party in litigation concerning this Contract to receive attorneys' fees. Further, therefore, the provisions of Civil Code Section 1717 shall not be applicable to this Contract.

ARTICLE 4. Governing Law: This Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

ARTICLE 5. Entire Agreement: This Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or agreements between the parties relative to the subject matters hereof shall be superseded hereby and of no further force and effect unless specifically incorporated herein.

ARTICLE 6. Waiver: No consent or waiver, expressed or implied by either party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

ARTICLE 7. Severability: If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

ARTICLE 8. Terminology: All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of paragraphs are for convenience only, and neither limits nor amplifies the provisions of the Contract itself, and all references herein to paragraphs thereof are to this Contract unless specific reference is made to such paragraphs of another document or instrument.

ARTICLE 9. Binding Agreement: Subject to any restrictions on the assignment of this Contract or rights thereto, this Contract shall inure to the benefit of and be binding upon Commission and Contractor and their respective successors, assigns or transferees.

ARTICLE 10. Procedure for Resolving Disputes: In the event of a dispute concerning this Contract, the same shall be resolved in San Diego Superior Court, Central District.

ARTICLE 11. Time is of the Essence: Time is of the essence in this Contract, as per the schedule submitted by Contractor and agreed upon by Commission.

ARTICLE 12. Liquidated Damages: As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the San Diego Housing Commission monies in accordance with Clause 33 of General Conditions, Section 0102.1 of the Technical

Conditions and the Special Conditions at pages 131 and 143 as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted by the San Diego Housing Commission

ARTICLE 13. Contract Documents:

This contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. Special Conditions
- d. Prevailing Wage Scales
- e. Technical Specifications
- f. Drawings
- g. Addendum to the Specifications and/or Drawings

This instrument, together with the other documents enumerated in Article 13, form the Contract and are as fully a part of the Contract as if hereto attached or herein repeated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 14. Drug-Free Workplace: Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

A. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

B. Establish a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Contractor's policy of maintaining a drug-free workplace.
- 3) Any available drug counseling, rehabilitation and employee assistance programs.
- 4) The penalties that may be imposed upon employees for drug abuse violations.

C. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

ARTICLE 15. Equal Opportunity Programs: During the performance of this Contract, the Contractor agrees as follows:

A. Contractor shall comply with all applicable Equal Opportunity Programs as described in the applicable State and Federal law. Contractor shall submit such forms and information as shall be requested by the Commission from time to time to verify the Contractor's compliance with applicable law.

B. Certificate of Compliance (attached) with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state law and regulations hereinafter enacted.

C. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for

employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.

D. If any under representation is found after submission of Contractor's workforce, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as required.

E. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, Contractor may, at the election of the Commission, be barred from participating in a Commission project for not less than one (1) year.

ARTICLE 16. Lobbying Provisions: Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Contract, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of a Federal contract, grant, loan or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Contract; and,

D. Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

ARTICLE 17. Necessary Approvals:

A. In the event that the initial amount of this Contract equals or exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), this Contract must be approved by the Housing Authority of the City of San Diego in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract, unless and until such approval is obtained.

B. In the event that the initial amount of this Contract equals or exceeds One Hundred Thousand Dollars (\$100,000.00), this Contract must be approved by the Board of Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract, unless and until such approval is obtained

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in original counterparts as of the day and year first above written.

SUN COUNTRY BUILDERS

By: _____
Signature

Print Name

Title: _____
License Number

Business Address

SAN DIEGO HOUSING COMMISSION

By: _____
Signature

D. Lawrence Clemence
Print Name

Title: Senior Vice President for Real Estate

Business Address

*San Diego Housing Commission
1122 Broadway, Suite 300
San Diego, CA 92101*

APPROVED AS TO FORM
CHRISTENSEN & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

Attachment No. 2

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm Sun Country Builders

Payroll Ending Date 3/29/09

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity, not falling into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial									2	2		
Professional Specialty			2						5			
Engineers/Architects												
Technicians and Related Support									1			
Sales									1			
Administrative Support/Clerical										1		
Services			18									
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*												
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES			20						9	3		

NON PROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative
Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support
Private Households
Protective Services

Services

Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers
Vehicle and Mobile Equipment Mechanics and Repairers
Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

NAME OF Sun Country TELEPHONE: 760-630-8042
COMPANY: Builders

ADDRESS: 138 Escondido Ave. Ste. 204

CITY: Vista STATE CA ZIP 92084

PREPARED BY: Daryl McFarland

DATE: 10/2/09