2

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Interim Director

August 20, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an On-Demand Flooring contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for Removal and Replacement of Flooring in Public Housing Units

Purpose/Outcomes	Contract with A-1 Quality Construction to replace flooring throughout HACC Public Housing units.
Dollar Amount and Fiscal Impact	Not to Exceed sum of $200,000
Funding Source	HUD Federal Capital Grant Funds - No County General Funds are involved.
Safety Impact	Install new flooring in units to prevent trips and falls.
Duration	September 1, 2015 - August 31, 2017
Previous Board Action	Approval of the prior 2-Year On-Demand Flooring contract
Contact Person	Chuck Robbins, Executive Director, 503-650-5666
Contract No.	C028-15

BACKGROUND:
The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department, requests the approval of an on demand contract every two years to remove and replace flooring in Public Housing units, as needed. Replacing flooring in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units. The last 2-year contract resulted in work to 60 different units.

RECOMMENDATION:
Staff recommends the approval to of the contract with A-1 Quality Construction. Staff further recommends authorizing Richard Swift, H3S Interim Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Interim Director

FORM OF CONTRACT
PROJECT #15007
Contract #c028-15

THIS AGREEMENT made this **13** day of **August** in the year **2015** by and between **A-1 Quality Construction**. a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and **the Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agreed 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 **HACC WIDE FLOORING – 2015 – PROJECT #15007** AT PUBLIC HOUSING, a prevailing wage project, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of two hundred thousand dollars **($200,000.00)**

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

a. This Instrument
b. Bid Documents
c. General Conditions
d. Addendum(s)
e. Special Conditions
f. Specifications
g. Scope of Work

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

ARTICLE 5. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 6. The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

ARTICLE 7. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

ARTICLE 8. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

ARTICLE 9. The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

ARTICLE 11. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

ARTICLE 12. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

HACC WIDE FLOORING 2015 – PROJECT #15007
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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

(This document consists of four sections)

Attest:

A-1 Quality Construction
(Contractor)

8-13-15
(Authorized Representative's Signature / Date)

Phillip Coates, Owner
(Authorized Representative's Name / Title - Print or Type)

542-23-1285
(Federal I.D. Number)

427 Lawton Road, Oregon City, OR 97045
(Business Address - Street, City, State, Zip)

Attest:

Housing Authority of Clackamas County
(Owner)

(Authorized Representative's Signature / Date)

Richard Swift, Interim H3S Director
(Authorized Representative's Name / Title - Print or Type)

HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City, OR 97045
(Business Address - Street, City, State, Zip)

CERTIFICATION

I Phillip Coates

certify that I am the Owner

at the corporation named as Contractor herein, that Phillip Coates

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

8-13-15

(Authorized Representative's Signature / Date)

Phillip Coates, Owner

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)