

February 18, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a modernization contract between Housing Authority of Clackamas
County (HACC) and Lake Oswego Construction for Project # 15002
Modernization of 10 Dwelling Units**

Purpose/Outcomes	Approval to sign contract with Lake Oswego Construction to modernize 10 Public Housing units.
Dollar Amount and Fiscal Impact	Not to Exceed sum of \$684,757.00
Funding Source	HUD Federal Capital Grant Funds – No County General Funds are involved.
Safety Impact	Bring units up to current code and safety standards.
Duration	March 10, 2016 – November 1, 2016
Previous Board Action	none
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	7565

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department, requests the approval of a contract with Lake Oswego Construction to modernize 10 dwelling units to bring old units back up to market conditions and current codes. Repairing these type of old units in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

Lake Oswego Construction was selected through a competitive Invitation to Bid process. The scope of work includes various components of 10 dwellings at scattered locations, in Clackamas County. Includes site work, landscaping, doors, roof, windows, siding, heating systems, electrical upgrades, kitchens, bathrooms, plumbing, flooring, cabinets and painting.

RECOMMENDATION:

Staff recommends the approval to of the contract with Lake Oswego Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

MODERNIZATION OF 10 DWELLING UNITS – PROJECT #15002
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

FORM OF CONTRACT
PROJECT #15002
Contract #c001-16

THIS AGREEMENT made this **8** day of **February** in the year 2016 by and between **LAKE OSWEGO 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 **MODERNIZATION OF 10 DWELLING UNITS AT PUBLIC HOUSING**, a prevailing wage project, **#15002**, 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 six hundred eighty four thousand seven hundred fifty seven dollars **(\$684,757.00)**

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
- h. Drawings

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

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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).

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ARTICLE 13. Tax Laws.

13.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

13.2 Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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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:

Lake Oswego Construction

(Contractor)

(Authorized Representative's Signature / Date)

Steve Mitchell, Owner

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

54-1661323

(Federal I.D. Number)

5290 Childs Road, Lake Oswego, OR 97035

(Business Address - Street, City, State, Zip)

#90969

(State of Oregon CCB License Number)

Attest:

Housing Authority of Clackamas County

(Owner)

(Authorized Representative's Signature / Date)

Richard Swift, Director of H3S

(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)

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CERTIFICATION

I Steve Mitchell
certify that I am the Owner
at the corporation named as Contractor herein, that Steve Mitchell
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)

(Authorized Representative's Signature / Date)

Steve Mitchell, Owner

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

(Print or type the names underneath all signatures)