

Oak Park Public Library Construction

Background: The Grand Jury received a complaint from a citizen with respect to the construction of a joint usage library on the Oak Park High School grounds. The Complainant alleged the following: Unnecessary and unreasonable delay by the Execution Contractor, Keith K. C. Lee, Inc. (Contractor); incompetent supervision by the County with respect to construction performed on school property (ignored requirements of Field Act (earthquake safety) and “other building standards”); that the Contractor “cut corners” and failed to follow approved plans; that the County “refused” to fire the Contractor and repro cure despite failures in performance.

Methodology: Extensive interviews were held with responsible officials, including the relevant inspectors, of both the Oak Park Unified School District (OPUSD) and the Public Works Agency (PWA) of the County of Ventura. Members of the Grand Jury inspected the site. Advice was solicited and received from the County Counsel’s office. Procurement policy was discussed in general with the County General Services Agency.

Findings:

- F-1. There is no formal pre-qualification process for construction contracts. However, the PWA does check to see that the apparent low bid contractor has the required license for the work specified, that it is not on a State listing of debarred contractors and that the bid bond meets the criteria and standards specified in the contract documents.
- F-2. Due to Contractor deficiencies, a split of inspection responsibilities between the Division of the State Architect (DSA) and the PWA Building Inspector and the voluntary default of the Contractor, construction has been delayed for more than a year and is not yet completed.
- F-3. Coordination between the DSA, represented by an employee of the OPUSD, and the County Building Inspector, an employee of the PWA, was continuous.
- F-4. The Field Act, among other things, provides for mandatory pre-construction approval by the DSA of plans for construction of any school building to assure that the plans conform to State seismic standards.
- F-5. The DSA approved the architect’s plans for the library project as meeting all State requirements for that type of construction including the Field Act.
- F-6. The PWA generally kept adequate records and did not permit deviations from plans without written approval. However, when the

PWA approved the use of a thru bolt to support a ledger in one location, this single approval was used for all locations resulting in thru bolts exposed on the exterior of the building.

- F-7. The Contractor failed to designate in its bid its masonry subcontractor and could not do the work itself as required by law and, therefore, faced a severe penalty for late designation of a subcontractor; which penalty could not legally be waived under these circumstances.
- F-8. The PWA, for business reasons relating to bond fulfillment and in order to expedite reprourement, permitted the Contractor to voluntarily default the project because of the financial hardship resulting from the penalty to be imposed for late designation of a substantial subcontractor.
- F-9. The PWA and the bonding company are in the process of substituting a replacement contractor for the Contractor.
- F-10. The OPUSD perceived that it was not kept informed on a timely basis of the detailed progress of construction.

Conclusions:

- C-1. Because of the failure to fully verify the contractor's capabilities (pre-qualification), a contractor that could not perform the work was selected for the job (F-1).
- C-2. There are continuing long delays in the construction of the Oak Park Public Library (F-2).
- C-3. Construction of school buildings in the County would be facilitated by the PWA's qualification to act as the DSA inspection authority (F-2).
- C-4. The requirement of the Field Act for pre-construction approval of plans for the Oak Park Public Library was accomplished in accordance with State law (F-5).
- C-5. The PWA acted responsibly and competently in its administration of the Oak Park Public Library construction contract (F-8).
- C-6. The PWA should tighten its supervision of contractor performance relative to granted plan deviations. Failure to do this contributed to the perception that "the Contractor cut corners and failed to follow approved plans."
- C-7. The PWA did not refuse to fire the Contractor and reprocur despite failures in performance (F-8).
- C-8. The PWA should have been more diligent in the timely sharing of construction status reports with the OPUSD and OPUSD should have been more assertive in gathering status information on the project (F-10).

Recommendations:

- R-1. The PWA institute a pre-qualification system to assure contractor performance capability in addition to its present practice of verifying

the bonding and licensing qualifications of the contractor and its absence from a State debarred bidders list (C-1).

- R-2. The PWA act on its expressed intention to consolidate the inspection process by qualifying to act as the DSA inspection authority as well as its present County Building Inspection authority (C-3).
- R-3. The PWA exert more discipline with respect to contractor deviation from plans and enforce the limitations of those exceptions granted (C-6).
- R-4. The PWA act with reasonable and responsible expedition in moving forward with the substituted construction contractor (C-5).
- R-5. The PWA review its information sharing practices *vis a vis* its clients with a view to keeping them fully informed of the status of projects undertaken for them by the PWA (C-8).
- R-6. The OPUSD be more assertive in gathering status information on projects being performed for it by the PWA (C-8).

Required Response:

Public Works Agency (R-1, R-2, R-3, R-4, R-5).

OPUSD (R-6).