



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Replacement Standby Generators at Peterson Park and Northeast Lift Stations to Day's Generator Service, of Brentwood, CA and Appropriating Funds (\$73,580)

**MEETING DATE:** July 6, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for replacement standby generators at Peterson Park and Northeast Lift Stations to Day's Generator Service, of Brentwood, CA, and appropriating funds in the amount of \$73,580.

**BACKGROUND INFORMATION:** The standby generators located at Peterson Park and Northeast Lift Stations are among the oldest standby generators in the wastewater system at 27 years and 31 years of age respectively. The generator sets are unreliable and more difficult to repair because replacement parts are no longer available. Replacement of these two standby generators is in accordance with the City's Sanitary Sewer Management Plan (SSMP) operation and maintenance requirement.

Bids for this project were opened on May 31, 2011. Five bid packets were distributed and only one bid proposal was received, by Day's Generator Service of Brentwood.

**FISCAL IMPACT:** Replacing the existing standby generators will reduce repair costs, decrease staff time spent on repairs and lessen the City's exposure to regulatory penalties resulting from Sanitary Sewer Overflows.

**FUNDING AVAILABLE:** Wastewater Capital Fund (171)

A handwritten signature in black ink, appearing to read "Jordan Ayers", written over a horizontal line.

Jordan Ayers  
Deputy City Manager/Internal Services Director

A handwritten signature in black ink, appearing to read "F. Wally Sandelin", written over a horizontal line.

F. Wally Sandelin  
Public Works Director

Prepared by Lance Roberts, Water/Wastewater Superintendent

FWS\CES\LR

cc: Charlie Swimley, Deputy Public Works Director-Utilities

APPROVED:

A handwritten signature in black ink, appearing to read "Konrad Bartlam", written over a horizontal line.

Konrad Bartlam, City Manager

**STANDBY ELECTRIC GENERATOR SYSTEMS  
(Northeast and Peterson Park Sanitary Sewer Lift Stations)**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DAY'S GENERATOR SERVICE, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
Bid Proposal	State of California,
Contract	Business and Transportation Agency,
General Provisions	Department of Transportation
Special Provisions	
Exhibits	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

## BID SUMMARY

	<b>Northeast</b>	<b>Peterson Park</b>	<b>Total</b>
Standby Electric Generator System <b>(Note: Peterson Park - include automatic transfer switch)</b>	\$ <u>31,700.00</u>	\$ <u>28,350.00</u> <i>(including automatic transfer switch)</i>	\$ <u>60,050.00</u>
8.75% Sales Tax	\$ <u>2,310.00</u>	\$ <u>2,130.63</u>	\$ <u>4,440.63</u>
Cost of Removal of Existing Unit	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>	\$ <u>2,400.00</u>
Trade-in Credit for Existing Unit <b>(Northeast – 35 KW and Peterson Park – 25 KW)</b>	(\$ <u>-0-</u> )	(\$ <u>-0-</u> )	(\$ <u>-0-</u> )
<b>Total Bid</b>	\$ <u>35,210.00</u> <i>(corrected total)</i>	\$ <u>31,680.63</u> <i>(corrected total)</i>	\$ <u>66,890.63</u>

Estimated delivery date September 5, 2011

State period of full warranty  
(calendar days) 730 days from Caterpillar

**Northeast Sanitary Sewer Lift Station:** 55KW, 3-Phase, 240/120V, 60Hz, Natural gas fueled is being upsized from a 35 KW to a 55 KW. If there is a need to upsize the wiring, the Contractor will complete this task.

**Peterson Park Sanitary Sewer Lift Station:** 25KW, 3-Phase, 177/480V, 60Hz, Natural gas fueled. One 80 Amp, 3 pole, 480V, 60Hz, open transition automatic transfer switch in a Nema 3R enclosure.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 90 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 5-507 OF THE GENERAL PROVISIONS AND SECTION 6 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

**STANDBY ELECTRIC GENERATOR SYSTEMS  
(Northeast and Peterson Park Sanitary Sewer Lift Stations)**

**SECTION 3  
BID PROPOSAL**

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CITY OF LODI, CALIFORNIA

May, 2011

TO: The Lodi City Council  
Lodi City Hall Annex  
310 West Elm Street  
P.O. Box 3006  
Lodi, CA 95241-1910

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Information to Bidders, Bid Proposal, Contract, General Provisions, and Special Provisions filed for **furnishing, delivering, and installing** this equipment, and agrees to be fully informed regarding all of the conditions affecting the equipment to be furnished for the completion of the order, and that the information was secured by personal investigation and research and *not* from any estimate of a City engineer; and that no claim will be made against the City by reason of estimates, test or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to furnish the City of Lodi the necessary equipment specified in the bid, in the manner and time therein set forth. **The bid shall also include cost to remove the existing systems and/or accept a trade-in.** It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

The items listed below are to be in accordance with the City of Lodi specifications attached hereto. It will be understood that the bidder's proposal is based on strict conformance to the specifications in all respects. If any permits are required, the Contractor shall be responsible for obtaining.

If awarded the bid, the undersigned agrees to furnish, deliver, and install the equipment described in the specifications and to take in full payment therefor the following unit and total prices, to-wit:

The undersigned declares that the specifications have been carefully examined for Standby Electric Generator Systems and submits this schedule of prices for its bid. The undersigned further agrees to be responsible for the work of its subcontractors.

**BID SUMMARY**

	Northeast	Peterson Park	Total
Standby Electric Generator System (Note: Peterson Park - include automatic transfer switch)	\$ <u>31,700.00</u>	\$ <u>28,350.00</u> (including automatic transfer switch)	\$ <u>60,050</u>
8.75% Sales Tax	\$ <u>2,310.60</u>	\$ <u>2,130.63</u>	\$ <u>4,440.63</u>
Cost of Removal of Existing Unit	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>	\$ <u>2,900.00</u>
Trade-in Credit for Existing Unit (Northeast - 35 KW and Peterson Park - 25 KW)	(\$ <u>0</u> )	(\$ <u>0</u> )	(\$ <u>0</u> )
<b>Total Bid</b>	\$ <u>38,010.00</u>	\$ <u>39,680.63</u>	\$ <u>66,890.63</u>

Estimated delivery date Sept 5th 2011

State period of full warranty (calendar days) 730 days from Caterpillar

**Northeast Sanitary Sewer Lift Station:** 55KW, 3-Phase, 240/120V, 60Hz, Natural gas fueled is being upsized from a 35 KW to a 55 KW. If there is a need to upsize the wiring, the Contractor will complete this task.

**Peterson Park Sanitary Sewer Lift Station:** 25KW, 3-Phase, 177/480V, 60Hz, Natural gas fueled. One 80 Amp, 3 pole, 480V, 60Hz, open transition automatic transfer switch in a Nema 3R enclosure.

It is understood and agreed that if this Proposal is accepted the price quoted above is inclusive of sales tax, or similar tax now imposed by Federal, State, or other governmental agency upon the equipment specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

NAME OF COMPANY	<u>Day's Generator Service Inc</u>
BY (PRINT NAME)	<u>Randy L. Day</u>
DATE	<u>5-27-11</u>
ADDRESS	<u>P.O. Box 1868</u>
CITY, STATE, ZIP	<u>Brentwood Ca. 94513</u>
PHONE NUMBER	<u>(925) 813-4062</u>
FAX NUMBER	<u>(888) 311-6951</u>
AUTHORIZED SIGNATURE	<u>Randy L. Day</u>
TITLE	<u>President</u>
EMAIL ADDRESS	<u>Randy@DaysGS.com</u>

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 06/29/2011  
 4. DEPARTMENT/DIVISION: PublicWorks

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 73,580.00
B. USE OF FINANCING	171	171485	1825.1800	Standby Generator Replacement	\$ 73,580.00

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with Day's Generator Service for the replacement of standby generators at Peterson Park and Northeast Lift Stations.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No:   9   Attach copy of resolution to this form.

Department Head Signature:   *Shirley Sandoz*  

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-105

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR REPLACEMENT OF STANDBY  
GENERATORS AT PETERSON PARK AND  
NORTHEAST LIFT STATIONS

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WHEREAS, the standby generators located at Peterson Park and Northeast Lift Stations are among the oldest standby generators in the wastewater system at 27 years and 31 years of age respectively; and

WHEREAS, these generator sets are becoming unreliable and more difficult to repair because replacements parts are no longer available; and

WHEREAS, replacement of these two standby generators is in accordance with the City's Sanitary Sewer Management Plan operation and maintenance requirement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for replacement standby generators at Peterson Park and Northeast Lift Stations with the low bidder, Day's Generator Service, of Brenhwood, California, in the amount of \$73,580.

Dated: July 6, 2011

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I hereby certify that Resolution No. 2011-105 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and  
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk