



CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for City Hall Annex Phase 1 Demolition and Abatement Project with Allied Environmental, Inc., of Cameron Park (\$96,810)

MEETING DATE: February 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for City Hall Annex Phase 1 demolition and abatement project with Allied Environmental, Inc., of Cameron Park, in the amount of \$96,810.

BACKGROUND INFORMATION: This project consists of interior demolition and asbestos abatement at the City Hall Annex (formerly the Public Safety Building) in the unoccupied first floor and jail area. This is the first phase in remodeling the space for use by the Recreation and Fire Administration Divisions.

The existing first floor and jail space has been vacant since the Police Facility was completed in 2002. The project will remove all ceiling, wall and floor finishes, as well as existing electrical, HVAC and plumbing items originally installed in 1967 and not meeting current code requirements. A hazardous materials survey has been performed and all hazardous materials within the remodel area will be abated. The completion of this project is necessary prior to the finalization of the Phase 2 remodel plans so informed decisions may be made regarding the existing building elements.

Plans and specifications for this project were approved on December 19, 2012. The City received the following two bids for this project on January 24, 2013. The project funding is budgeted in General Fund Capital with partial reimbursement from Electric Utility Public Benefits, Water Utility, Wastewater Utility and Electric Utility funds.

Bidder	Location	Bid
Engineer's Estimate		\$ 60,000
Allied Environmental, Inc.	Cameron Park, CA	\$ 96,810
W.C. Maloney, Inc.	Stockton, CA	\$125,430

FISCAL IMPACT: The project will expedite the Phase 2 work and permit the Recreation and Fire Administration Divisions to return to the Civic Center complex.

FUNDING AVAILABLE: General Fund (1211050): \$96,810

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GRW/pmf
cc: Fire Chief
Parks, Recreation and Cultural Services Director

APPROVED:
Konradt Bartlam, City Manager

**City of Lodi
City Hall Annex Phase 1 Interior
Demolition and Abatement Project**

**Section 4
Contract**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and Allied Environmental, 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 which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

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 City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor 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 Clauses 65 and 66 General Conditions, 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

**City of Lodi
City Hall Annex Phase 1 Interior
Demolition and Abatement Project**

**Section 4
Contract**

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:

Item No.	Description	Unit	Qty	Unit Price	Total Price
1.	Mobilization	LS	NA	\$1,500	\$1,500
2.	Hazardous Materials Abatement and Disposal – 12” x 12” Floor Tiles	SF	4,400	\$2.40	\$10,560
3	Hazardous Material Abatement and Disposal – 12” x 12” Ceiling tiles	SF	2,500	\$3.00	\$7,500
4	Hazardous Material Abatement and Disposal – Pipe Insulation	LF	100	\$20.00	\$2,000
5	Hazardous Material Abatement and Disposal – Pipe Insulation Elbows	EACH	25	\$50.00	\$1,250
6	Selective Demolition and Disposal	LS	NA	\$70,000	\$70,000
7	Demobilization and Cleanup	LS	NA	\$2,500	\$2,500
8	All other items not included in items 1- 7 above, required to complete contract work.	LS	NA	\$1,500	\$1,500
TOTAL AMOUNT					\$96,810

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.

**City of Lodi
City Hall Annex Phase 1 Interior
Demolition and Abatement Project**

**Section 4
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 and to diligently prosecute to completion within 45 **CALENDAR 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 of **\$1,000.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. 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: _____

Title

Attest:

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

Steve Schwabauer, City Attorney



RESOLUTION NO. 2013-13

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR THE CITY HALL ANNEX PHASE 1
DEMOLITION AND ABATEMENT PROJECT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 24, 2013, at 11:00 a.m., for the City Hall Annex Phase 1 Demolition and Abatement Project, described in the plans and specifications therefore approved by the City Council on December 19, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Allied Environmental, Inc.	\$ 96,810.00
W.C. Maloney, Inc.	\$125,430.00

WHEREAS, staff recommends awarding the contract for the City Hall Annex Phase 1 Demolition and Abatement Project to the low bidder, Allied Environmental, Inc., of Cameron Park, California, in the amount of \$96,810.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City Hall Annex Phase 1 Demolition and Abatement Project to the low bidder, Allied Environmental, Inc., of Cameron Park, California, in the amount of \$96,810; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: February 20, 2013

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I hereby certify that Resolution No. 2013-13 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Nakanishi
NOES: COUNCIL MEMBERS – None
ABSENT: COUNCIL MEMBERS – Johnson
ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk