



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Purchase and Installation of Alerton Energy Management System for Carnegie Forum with Sole Supplier L & H Airco, of Roseville (\$117,950) and Appropriating Funds (\$130,000)

**MEETING DATE:** March 20, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for purchase and installation of Alerton Energy Management System for Carnegie Forum with sole supplier L & H Airco, of Roseville, in the amount of \$117,950, and appropriating funds in the amount of \$130,000.

**BACKGROUND INFORMATION:** The climate control system in the Carnegie Forum was installed during the mid 1990's. The now-outdated, pneumatic (air pressure) controls are becoming unreliable and parts are no longer available. Recently, more frequent climate control problems (primarily in the Council Chambers) have been occurring.

A system engineering analysis of the air handling unit serving the Council Chambers was conducted in November 2012. The analysis determined the HVAC system is in generally good condition, however, limitations associated with the system's outdated controls are contributing to imbalanced cooling and heating in the entire first floor, including the Council Chambers. Staff recommends the existing controls system be replaced with an Alerton Energy Management System (EMS).

The Alerton EMS includes features that allow L & H Airco (the sole supplier of Alerton systems for northern California) to remotely monitor and troubleshoot City systems. These services are covered through an existing annual service contract. Utilizing the Alerton EMS at Carnegie Forum maintains standardized EMS operations amongst multiple City facilities.

Alerton EMS has been installed on other recently-constructed and/or remodeled City buildings (City Hall, Police Facility, and Fire Station No. 4) and allows the climate control systems to be electronically controlled. The Alerton system is the only system that can be tied to the City's existing central EMS system and software.

Whereas, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, staff recommends that Council authorize the City Manager to execute a professional services agreement for the purchase and installation of the Alerton EMS controls system and related modifications to Carnegie Forum with the local area manufacturer's representative, L & H Airco. The estimated total cost is \$117,950. Funding for this project was not included in the Fiscal Year 2012/13 budget.

It is anticipated the work to install the Alerton EMS system will take approximately 45 calendar days from notice to proceed.

APPROVED:   
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Purchase and Installation of Alerton Energy Management System for Carnegie Forum with Sole Supplier L & H Airco, of Roseville (\$117,950) and Appropriating Funds (\$130,000)

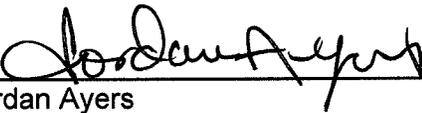
March 20, 2013

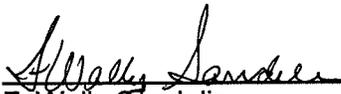
Page 2

**FISCAL IMPACT:** Replacing the existing HVAC controls with state-of-the-art equipment and EMS will save operational and energy costs currently associated with the outdated, failing HVAC controls. The proposed upgrades are expected to save approximately 70,000 kWh of electricity annually. At the current electric rate, the City will save over \$7,000 per year for heating and cooling the Carnegie Forum. Having the EMS provided and installed by the area manufacturer's representative will expedite the installation schedule.

**FUNDING AVAILABLE:** Public Benefits Fund (164605) will provide \$100,000 of the necessary funding.

Requested Appropriation:  
General Fund Capital Outlay (1211044) \$130,000

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared Charlie Swimley, City Engineer/Deputy Public Works Director  
FWS/CES/pmf

cc: John Munoz, Facilities Supervisor  
Charlie Swimley, City Engineer/Deputy Public Works Director

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and L & H AIRCO (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Purchase and Installation of Alerton Energy Management System for Carnegie Forum, 305 West Pine Street (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on April 1, 2013 and terminates upon the completion of the Scope of Services or on August 1, 2013, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                         221 West Pine Street  
                                         P.O. Box 3006  
                                         Lodi, CA 95241-1910  
                                         Attn: Charlie Swimley, Deputy PW Director/City Engineer

To CONTRACTOR: L & H Airco  
                                         2530 Warren Drive  
                                         Rocklin, CA 95677

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: L & H AIRCO

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


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:** 1211044  
**(Business Unit & Account No.)**

Doc ID: WP\Projects\PSAs\L&H Airco CarnegieForum

CA:rev.01.2012


**L&H AIRCO**

 2530 WARREN DRIVE  
 ROCKLIN, CA 95677  
 MAIN (916) 677-1000  
 SERVICE (916) 677-1010  
 FAX (916) 677-1111  
 WWW.L&HAIRCO.COM

## Alerton Controls Proposal

<b>DATE:</b>	2/27/2013	<b>QUOTE:</b>	1509SR
<b>PROJECT:</b>	Carnegie Forum	<b>LOCATION:</b>	Lodi
<b>TO:</b>	John Munoz	<b>PHONE:</b>	(209) 333-6800 ext 2692
<b>EMAIL:</b>	jmunoz@lodi.gov	<b>FAX:</b>	(209) 333-6710

We propose to replace the existing Novar Controls and existing pneumatic controls with a new Alerton BACtalk control system. All Labor priced normal business hours 5:00am to 5:00pm, Monday through Friday.

### **DESCRIPTION TO INCLUDE:**

- Demo existing Novar Global Controller Enclosure
  - Install new Alerton BACtalk Global Controller, BCM- PWS and BCM- ETH
  - Demo existing Novar field devices in AHU 4,5,and 6
  - Install new BACtalk VLC- 853 field devices in AHU 4,5, and 6
  - Install new Supply, Return, and Mixed Air Sensors AHU 1,2,3,4,5, and 6
  - Install new Filter DP controls in AHU 1,2,3,4,5, and 6
  - Install new BACtalk VLC- 1188 field devices in Nema cans AHU 1,2, and 3
  - Install new Current Sensors on all Supply and Return Fans for fan status
  - Install new CO2 sensor in space one per AHU-2 Council Chambers
  - Install new Economizer and Exhaust Actuators for AHU 1,2,and 3
  - Install new Chilled Water Valves and Hot Water Valves AHU 1,2, and 3
  - Install new (6) total Chilled Water and Hot Water Circuit Setters on AHU-1, 2, & 3
  - Install new Mixing Valve at Boiler Bypass line
  - Insulation repair included
  - Demo existing Pneumatic Control Panel that controls, AHU 1,2,3, Chiller, and Boiler Systems
  - Install new BACtalk VLC- 1188 field device to control Chiller and Chilled Water Pump
  - Install new BACtalk VLC-853 field device to control Boiler, Hot Water Pump and Mixing Valve
  - Install new Microtouch thermostats and move to ADA height for AHU 1,2,3,4,5 and 6
  - Custom L&H Airco Programming
  - Custom L&H Airco Engineered Asbuilt drawings for L&H Airco and City of Lodi's job binders
  - Custom L&H Airco system graphics, displays, templates, and site plans
  - Custom L&H Airco startup, check, test of new system
  - Install roof jack and repair vinyl roof
  - Unit performance testing to include total airflows and temperatures after water balancing is complete
  - Hydronic Balance & Unit Performance Verification of AHU-1, 2, 3, 4, 5, & 6
  - AABC Certified Report
- **RS Analysis Scope of Work Add:**
  - Complete HVAC Survey of AHU-1 & 2
  - Fan performance profile (total supply, return, & outside air CFM, rated and operating amperage, voltage, and fan motor RPM, static pressure profile)
  - Readings at all associated grilles and diffusers
  - Single line color CAD drawings showing all test and stat locations
  - Assistance with evaluating test data and recommendations for improved performance
  - Complete HVAC air balance of AHU-1, 2, & 3



**L&H AIRCO**

2530 WARREN DRIVE  
ROCKLIN, CA 95677  
MAIN (916) 677-1000  
SERVICE (916) 677-1010  
FAX (916) 677-1111  
WWW.LHAIRCO.COM

- Fan performance profile (total supply, return, & outside air CFM, rated and operating amperage, voltage, and fan motor RPM, static pressure profile)
- Adjustments at all associated grilles and diffusers
- Single line color CAD drawings showing all test and stat locations
- Coil clean Chilled Water and Hot Water Coils AHU-1, 2, and 3

**EXCLUSIONS:**

- Any work done outside of the scope of work outlined above will be done at our standard rate of \$105.00 per hour plus the cost of materials with customer's prior approval.
- Performance Bonds and Building Permits
- Asbestos and Lead Abatement
- Replacement of Ceiling Tiles and Drywall repair
- Air balance inlets and outlets of AHU-4, 5, & 6
- Coil cleaning of AHU-4, 5, and 6
- Any work with fire smoke dampers and smoke detectors
- Any work with motors, magstarters and service disconnects
- City's network wiring, components, cabling, and Ethernet drops
- Changes or additions to duct work or balancing devices
- Filters or filter installation
- Piping pressure test
- Cleaning strainers
- Replacing sheaves and belts
- Replacing condensates, pans, new shutoff valves, circuit setters on AHU-4, 5, & 6, isolation valves.

**Total Price:** \$117,950.00

Presented By: Kevin Bender

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

Title: Customer Service Rep

Title: \_\_\_\_\_

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

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

California License #591093 C-7, C-20, C-10  
See Attached Terms and Conditions

Signature: \_\_\_\_\_



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |                                                                                                                 |                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u></p> <p>\$1,000,000 Ea. Occurrence</p> <p>\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p> <p>\$1,000,000 Property Damage - Ea. Occurrence</p> |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 03/01/2013  
 4. DEPARTMENT/DIVISION: Public Works

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

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		4210	Operating Transfers In	\$ 100,000.00
	1211		3205	Fund Balance	\$ 30,000.00
	164	164605	8098	Public Benefits Program	\$ 100,000.00
B. USE OF FINANCING	1211	1211044	1825.2250	Carnegie HVAC	\$ 130,000.00
	164		4220.0000	Operating Transfers Out	\$ 100,000.00

**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.

Professional services agreement for installation of Alerton Energy Management System for Carnegie Forum with L&H Airco funded by Public Benefits Program (\$100,000) and General Fund Capital (\$30,000).

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

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

Department Head Signature: Wally Sander

**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. 2013-39

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE CONTRACT FOR PURCHASE AND  
INSTALLATION OF ENERGY MANAGEMENT SYSTEM WITH SOLE  
SUPPLIER AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the climate control system in the Carnegie Forum has become unreliable and replacement parts are no longer available; and

WHEREAS, a system engineering analysis conducted in November 2012 determined limitations associated with the system's outdated controls are contributing to imbalanced cooling and heating in the entire first floor, including the Council Chambers; and

WHEREAS, staff recommends replacing the controls system with an Alerton Energy Management System (EMS), which includes features that allow remote monitoring and troubleshooting. These services are covered through an existing annual service contract; and

WHEREAS, the Alerton EMS has been installed on other recently-constructed and/or remodeled City buildings and is the only system that can be tied to the City's existing central EMS system and software; and

WHEREAS, L & H Airco, of Roseville, California, is the sole supplier of Alerton systems for northern California; and

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services, or equipment when it is in the best interest of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement in the amount of \$117,950, with L & H Airco, of Roseville, California, as the sole source supplier, for the purchase and installation of an Alerton Energy Management System for Carnegie Forum; and

BE IT FURTHER RESOLVED that the City Council does hereby appropriate funds for this project in the amount of \$130,000 from General Fund Capital Outlay.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-39 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk