



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project to Division 5-15, of Gold River (\$72,795) and Appropriating Funds (\$80,000)
MEETING DATE: April 3, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project to Division 5-15, of Gold River, in the amount of \$72,795, and appropriating funds in the amount of \$80,000.

BACKGROUND INFORMATION: This project consists of replacing three rooftop heating, ventilation and air conditioning (HVAC) units serving Kirst Hall at Hutchins Street Square. Two are 25-ton units that serve Kirst Hall and one is a three-ton unit that serves the Kirst Hall kitchen and bathroom areas. All units are over 20 years old and are failing.

Plans and specifications for this project were approved on February 20, 2013. The City received the following 10 bids for this project on March 14, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 75,000
Division 5-15	Gold River	\$ 72,795*
CenCal Mechanical	Modesto	\$ 78,650
Comfort Air, Inc.	Stockton	\$ 79,050
Champion Industrial Contractors	Modesto	\$ 82,824
ACCO Engineered Systems	Sacramento	\$ 84,426
Siemens	West Sacramento	\$ 84,561
Modern Air Mechanical	Merced	\$ 89,620*
Johnson Controls	Roseville	\$ 91,196
Hometown Construction	Rio Linda	\$ 96,460
J. H. Simpson Company	Stockton	\$ 100,277*

* Corrected Total

FISCAL IMPACT: The project will decrease maintenance and operating costs.

FUNDING AVAILABLE: Public Benefits Fund (164605) will provide the necessary funding. Requested Appropriation: General Fund Capital Outlay (1211786) \$80,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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

APPROVED:
Konradt Bartlam, City Manager

**HUTCHINS STREET SQUARE KIRST HALL
HVAC REPLACEMENT PROJECT
125 South Hutchins Street**

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 DIVISION 5-15, 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	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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 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:

Perform the work necessary to remove and replace three (3) rooftop HVAC units, all as shown on the plans and specifications for "Hutchins Street Square Kirst Hall HVAC Replacement Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove and Dispose of Existing Units	LS	1	\$ 2,931.00	\$ 2,931.00
2.	Provide and Install 3 Ton Unit	EA	1	\$ 12,618.00	\$12,618.00
3.	Provide and Install 25 Ton Unit	EA	2	\$ 27,255.00	\$54,510.00
4.	All other items Necessary For a complete and operational System	LS	1	\$ 2,736.00	\$ 2,736.00
TOTAL					\$72,795.00

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 **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 AS SET FORTH IN 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: _____

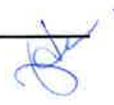
Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

_____ 
D. Stephen Schwabauer
City Attorney

1. AA# _____

2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/18/2013
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	\$ 80,000.00
	164	164605	8098	Public Benefits Program	\$ 80,000.00
B. USE OF FINANCING	1211	1211786	1825.2250		\$ 80,000.00
	164		4220	Operating Transfers Out	\$ 80,000.00

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.

Contract with Division 5-15 for Kirst Hall HVAC replacement funded by Public Benefits Program.

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

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

Department Head Signature: Awaly Sandus

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-50

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR HUTCHINS STREET SQUARE KIRST HALL HEATING, VENTILATION AND AIR CONDITIONING REPLACEMENT PROJECT AND FURTHER APPROPRIATING FUNDS

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 March 14, 2013, at 11:00 a.m., for the Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project, described in the specifications therefore approved by the City Council on February 20, 2013; and

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

Bidder	Bid
Division 5-15	\$ 72,795*
GenCal Mechanical	\$ 78,650
Comfort Air, Inc.	\$ 79,050
Champion Industrial Contractors	\$ 82,824
ACCO Engineered Systems	\$ 84,426
Siemens	\$ 84,561
Modern Air Mechanical	\$ 89,620*
Johnson Controls	\$ 91,196
Hometown Construction	\$ 96,460
J. H. Simpson Company	\$ 100,277*
* Corrected Total	

WHEREAS, staff recommends awarding the contract for the Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project to the low bidder, Division 5-15, of Gold River, California, in the amount of \$72,795.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project to the low bidder, Division 5-15, of Gold River, California, in the amount of \$72,795; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$80,000 be appropriated for the project from the General Fund Capital Outlay account.

Dated: April 3, 2013

I hereby certify that Resolution No. 2013-50 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 3, 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