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cc 128

CITY COUNCIL MEETING

MAY 18, 1983

LODI ANIMAL
SHELTER EXPANSION

WITHDRAWAL OF
BID GRANTED

City Manager Glaves apprised the Council that a letter had been received from Refnes Construction Company requesting that they be allowed to withdraw their bid for the Lodi Animal Shelter Expansion in the amount of \$119,000.00 because of a serious and unintended error in the tabulation of the bid whereby \$47,300.00 of masonry work was inadvertently omitted. Following Council discussion, Council on motion of Council Member Pinkerton, Murphy second, granted the request of Refnes Construction Company to withdraw their bid for the contract for the Lodi Animal Shelter Expansion and granted the release of their bond.

CONTRACT AWARDED

RES. NO. 83-37

Further, on motion of Council Member Pinkerton, Snider second, Council adopted Resolution No. 83-37 awarding the Contract for the Animal Shelter Expansion to Ted Molfino of Lodi in the amount of \$134,654.00.

GENERAL BUILDING CONTRACTOR



Refnes Construction Company

2112 WYDA WAY / TELEPHONE (916) 922-9889

SACRAMENTO, CALIFORNIA 95825

COMMERCIAL

License #259439

RECEIVED

MAY -6 AM 8 56



WILLIAM M. REINHOLD
CITY CLERK
CITY OF LODI

May 4, 1983

Lodi City Council
City Hall
221 W. Pine Street
Lodi, California 95240

Subject:
Lodi Animal Shelter Expansion

Gentlemen:

I respectfully request that I be allowed to withdraw my bid in the amount of \$ 119,000.00 for the subject project for the following reason:

A serious and unintended error was made in the tabulation of the bid. I inadvertently omitted the amount of \$ 47,300.00 for Masonry work. This made my bid materially different than I intended it to be.

This error was made entirely in filling out the bid form, and was not due to judgement as to the requirements of the project as contained in the Plans and Specifications, or failure to inspect the job site.

If further information is desired, please advise.

Very Truly Yours,

REFNES CONSTRUCTION COMPANY, INC.

Phillip R. Refnes

PRR.yh



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

KIK

Project Data

TO: City Council

FROM: City Manager

DATE: May 11, 1983

SUBJECT: Award Contract for Animal Shelter Expansion

Approved in F.Y. Budget: 1982-83
 Fund: Revenue Sharing
 Amount Budgeted: \$125,000
 Total Project Estimate: \$167,000
 Bid Opening Date: May 4, 1983

RECOMMENDED ACTION: That the City Council award the contract for the above project to Ted Molfino, of Lodi, in the amount of \$ 134,654.00

BACKGROUND INFORMATION: This project consists of constructing 14 additional individual kennels, including approximately 2500 SF of concrete slabs, 1300 SF of covered improvements, 500 LF of MSC and Animal Shelter concrete block wall, mechanical and electrical work and miscellaneous site and other incidental and related work.

Plans and specifications for this project were approved on April 6, 1983.

The City has received the following 9 bids for this project:

<u>BIDDER</u>	<u>LOCATION</u>	<u>BID</u>
Refnes Construction	Sacramento	\$ 119,000
Ted A. Molfino	Lodi	\$ 134,654
Tyler Construction	Brentwood	\$ 139,695
Cannon Building	Stockton	\$ 139,995
Fanos Construction	Lodi	\$ 140,000
Clappis Construction	Stockton	\$ 140,089
Neth Construction	Stockton	\$ 146,446
Hildebrand Construction	Stockton	\$ 153,800
Lane Allen	Jackson	\$ 168,098
Engineer's Estimate		\$ 161,892

We received the attached letter from the low bidder, Refnes Construction Company, indicating that a serious omission had been made in his tabulation of subcontractor's bids. Refnes Construction Company inadvertently left off the masonry sub-bid of \$47,300.00. Refnes requests that they be allowed to withdraw the bid.

State law allows a contractor in this situation to withdraw his bid; however, the Council has the right to keep or return Refnes' bidder's bond (\$11,900.00). It is recommended that the bidder's bond be released and that the Council award the bid to the second low bidder, Ted Molfino of Lodi.

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

City Council
May 11, 1983
Page 2

K.L.R.

A special allocation for \$20,000 will be forwarded to the City Manager to cover difference in budgeted and bid amount, relocation of storm drain (let as separate informal contract), and inspection.



Jack L. Ronsko
Public Works Director

Attachment

cc: Assistant Finance Director
Police Chief

JLR:dmw

F-15/18

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT G. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

May 20, 1983

Mr. Philip R. Refnes
Refnes Construction Company
2112 Wyda Way
Sacramento, CA 95825

Dear Mr. Refnes:

Please be advised that your May 4, 1983 letter requesting withdrawal of your bid for the Lodi Animal Shelter Expansion Project was presented to the Lodi City Council at its regular meeting of May 18, 1983.

The Council, by motion action, granted your request and directed that your bond be released. Your bid bond is enclosed.

Should you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,

Alice M. Reinche
Alice M. Reinche
City Clerk

AMR:jj
Enc.

cc: Public Works Dept.
Finance Dept.



The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, REFNES CONSTRUCTION CO. INC.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of CALIFORNIA as Surety, are held and firmly bound unto

CITY OF LODI

(hereinafter called the Obligee) in the penal sum of TEN PERCENT (10%) AMOUNT OF BID Dollars (\$)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated MAY 4 19 83 , for

LODI ANIMAL SHELTER EXPANSION

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified: or if no time is

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO }

On this 2ND day of MAY, in the year 1983, before me,

L. M. STAUB

(Notary's Name)

a NOTARY PUBLIC in and for said

State, personally appeared WILLIAM H. NICHOLAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of THE OHIO CASUALTY INSURANCE COMPANY, and acknowledged to me that he (she) subscribed the name of THE OHIO CASUALTY INSURANCE COMPANY thereto as Surety and his (her) own name as attorney-in-fact.

Notary Public in and for said State



My Commission Expires



The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, REFNES CONSTRUCTION CO. INC.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of CALIFORNIA as Surety, are held and firmly bound unto

CITY OF LODI

(hereinafter called the Obligee) in the penal sum of TEN PERCENT (10%) AMOUNT OF BID Dollars (\$))
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated MAY 4 19 83 , for

LODI ANIMAL SHELTER EXPANSION

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 2ND day of MAY, 19 83

REFNES CONSTRUCTION CO. INC.

(Principal)

By

Philip Refnes

PHILIP REFNES

THE OHIO CASUALTY INSURANCE COMPANY

By

William H. Nicholas

Attorney-in-Fact

WILLIAM H. NICHOLAS

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 17-749

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

William H. Nicholas or Lee R. Murphy - - - - - of Sacramento, California - - - its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TWO MILLION - - - - - (\$2,000,000.00 - -) Dollars, including, however, any bond(s) or undertaking(s) guaranteeing the payment of notice and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 26th day of May 19 81.

(Signed) Richard T. Hoffman
Ast. Secretary

STATE OF OHIO,
COUNTY OF BUTLER } ss.

On this 26th day of May A. D. 19 81 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deponent and oath, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee
Notary Public in and for County of Butler, State of Ohio
My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 2nd day of May A.D., 19 83



(Handwritten signature)
Assistant Secretary

RESOLUTION NO. 83-37

AWARD - CONTRACT FOR LODI ANIMAL SHELTER EXPANSION

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 by the City Clerk of this City on May 4, 1983 at 11:00 a.m. for the contract for Lodi Animal Shelter Expansion as described in the specifications therefor approved by the City Council April 6, 1983; and

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

<u>BIDDER</u>	<u>AMOUNT</u>
Refnes Construction	\$119,000
Ted A. Molfino	\$134,654
Tyler Construction	\$139,695
Cannon Building	\$139,995
Fanos Construction	\$140,000
Clappis Construction	\$140,089
Neth Construction	\$146,446
Hildebrand Construction	\$153,800
Lane Allen	\$168,098

WHEREAS, the City Manager recommends that award be made to Ted A. Molfino, the low bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that award of contract for Lodi Animal Shelter Expansion be and the same is hereby made to Ted A. Molfino, the low bidder, in the amount of \$134,654.

Dated: May 18, 1983

I hereby certify that Resolution No. 83-37 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 1983 by the following vote:

Ayes: Council Members - Murphy, Pinkerton, Snider, and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - Reid

Alice M. Reimche
ALICE M. REIMCHE
City Clerk