



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013-2015 Standby Generator Maintenance and Repair Contract to Holt of California, of West Sacramento (\$118,521) and Authorizing Public Works Director to Execute Extensions

MEETING DATE: July 17, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013-2015 Standby Generator Maintenance and Repair Contract to Holt of California, of West Sacramento, in the amount of \$118,521, and authorizing Public Works Director to execute extensions.

BACKGROUND INFORMATION: The City of Lodi owns and operates 26 emergency standby generator sets that range in size between 6 kW to 2 mW. The generators are located at critical facilities where operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station.

In order to minimize downtime and maximize reliability and facility life, staff recommends contracting the standby generator maintenance and repair to an outside vendor with the specific expertise necessary for this critical equipment. The contract is for two years with optional extensions, if mutually agreeable.

Specifications for this project were approved on May 15, 2013. The City received only one bid for this project on June 19, 2013. The project estimate for this project is \$100,000.

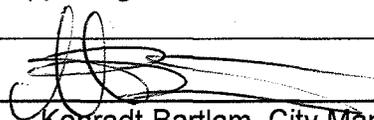
Bidder	Location	Annual Bid
Holt of California *Corrected Total	West Sacramento	\$118,521*

Routine preventative maintenance, such as oil changes, will continue to be performed by City staff. The project also includes an annual contingency budget of \$58,910 for parts and labor on repairs that may be required during the term of the contract. These costs will be allocated to the appropriate department based on the generator being repaired.

The contract contains an option to extend if mutually agreeable to the City and the contractor. Staff recommends authorizing the Public Works Director to execute up to two two-year extensions to the contract when it is in the best interest of the City to do so.

FISCAL IMPACT: By increasing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities.

APPROVED: _____

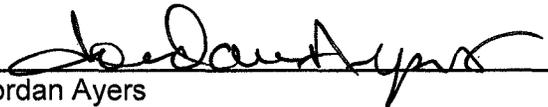

Konradt Bartlam, City Manager

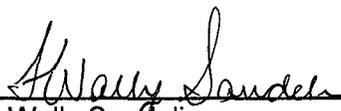
Adopt Resolution Awarding Contract for 2013-2015 Standby Generator Maintenance and Repair Contract to Holt of California, of West Sacramento (\$118,521) and Authorizing Public Works Director to Execute Extensions

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FUNDING AVAILABLE: This project will be funded by accounts 103511, 160601, 170403, 170404, 170504, 180453, and 180461.


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Utility Superintendent

**STANDBY GENERATOR MAINTENANCE AND
REPAIR PROGRAM 2013-2015
CONTRACT**

PAGE 1

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and HOLT OF CALIFORNIA herein called "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 filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
General Provisions	Business and Transportation Agency,
Special Provisions	Department of Transportation
Bid Proposal	
Contract	
Contract Bond	

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 bond 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 perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City 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 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 5-100, of the General Stipulations, 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 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 Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary including, but is not limited to, the annual maintenance and repair of various stand-by generators as represented in the bid documents provided by the City, including maintenance and repair of twenty-five (25) existing stand-by generators that range in size between 6KW to 2MW. The generators are located at facilities where operation during extended power outages is necessary to maintain public health and/or safety. The successful bidder will also be responsible for all additional parts and consumables as needed to complete the project.

Stand-by Generator Annual Maintenance Service

Project includes a total of two (2) Level 1 inspections per year at 180-day intervals, plus one (1) annual Level 2 inspection as described below.

BID A: PREVENTIVE MAINTENANCE

Inspect each stand-by generator and perform necessary Level 1 preventive maintenance as described in Section 6 Generator Inspection procedures. The bid item Unit Price A is for one inspection, based on two (2) inspections per year at 180-day intervals.

BID B: PREVENTIVE MAINTENANCE

Inspect each standby generator and perform Level 2 preventive maintenance and inspection as described in Section 6, Generator Inspection Procedures. The bid item Unit Price B is for one inspection per year, with a Level 2 inspection at start of contract and additional Level 2 inspections as requested, but no less than once (1) per year.

BID C: REPAIR

As needed, perform necessary repair

Prices for Trouble Shooting and Generator Load Testing are required to be included and may be utilized at the City's option as needed and as budget allows.

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**STANDBY GENERATOR MAINTENANCE AND REPAIR PROGRAM 2013-2015
ANNUAL COST BID SUMMARY**

Maintenance Bid Items	Generator Specifications					Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual Inspection (Level 2), Price Per Inspection	Unit Price Optional, Troubleshoot Generator, Price Per Call-out	Unit Price Optional Generator Load Testing, Price Per Unit
	LOCATION	YEAR	MAKE	MODEL	FUEL				
Facilities [Emergency Generator]	1988	CAT	580E	DSL	300	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 1,297.00
Firehouse #2	1981	ONAN	6 KW	DSL	6	\$ 437.00	\$ 663.00	\$ 568.00	\$ 400.00
Firehouse #3	1975	KOHLER	7.5 KW	NG	7.5	\$ 437.00	\$ 663.00	\$ 568.00	\$ 613.00
Facilities [Emergency Generator] (Library)	1997	CAT OLYMPIAN	CD020	DSL	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 820.00
Henning Substation	2009	CAT	D80-6	DSL	80	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Facilities (PD)	2003	CUMMINS	COSM11	DSL	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Facilities (HSS)	1997	ONAN	50DGCA	DSL	50	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 1,297.00
Well 4R	1996	CAT	SN4	DSL	500	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 820.00
Well 5	1996	CAT	SR4B	DSL	230	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 1,297.00
Well 7	1995	CAT	SR4B	DSL	300	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 1,297.00
Well 9	1995	CAT	S4RB	DSL	250	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 820.00
Well 13	1969	GM	100 KW	DSL	100	\$ 437.00	\$ 1,296.00	\$ 568.00	\$ 820.00
Well 16	1995	CAT	SR4B	DSL	300	\$ 437.00	\$ 1,582.00	\$ 568.00	\$ 1,590.00
Well 21	2001	CAT	SR4B	DSL	230	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 1,297.00
Well 22	2005	OLYMPIAN	D150P6	DSL	150.4	\$ 437.00	\$ 1,983.00	\$ 568.00	\$ 1,297.00
North/East Lift Station	1983	KOHLER	30RHZ02 - 10 KW	NG	10	\$ 437.00	\$ 663.00	\$ 568.00	\$ 613.00
Mokelumne Village Lift Station	2003	S & L	XXX	NG	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Rivergate Sewer Lift Station	2003	OLYMPIAN	G20F3	NG	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Peterson Park Storm Pump Station & Lift Station	1986	KOHLER	20RZ - 20 KW	NG	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Woodlake Sanitary Lift Station	1986	ONAN	200ES15R/2416 4B	NG	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Tienda Lift Station	1998	OLYMPIAN	98A00423S	NG	30	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Hamey Lane Lift Station	2003	OLYMPIAN	G80431	NG	75	\$ 437.00	\$ 1,296.00	\$ 568.00	\$ 820.00
White Slough	2005	CAT	SR414V	DSL	2000	\$ 437.00	\$ 5,248.00	\$ 568.00	\$ 16,011.00
DeBenedetti Park Storm Pump Station (G-Basin)	2011	GENERAC	SD020 - 20 KW	DSL	20	\$ 437.00	\$ 1,196.00	\$ 568.00	\$ 613.00
Surface Water Treatment Plant	2011	KOHLER	100REOZJE	DSL	100	\$ 437.00	\$ 1,296.00	\$ 568.00	\$ 820.00
SUBTOTAL (ALL SITES AT ONE EACH)						\$ 10,925.00	\$ 37,761.00	\$ 14,200.00	\$ 36,833.00
						SUBTOTAL BID X 2 INSPECTIONS	\$ 21,850.00		
						TOTAL BID A & B	\$ 59,611.00		
BID ITEM C: GENERATOR REPAIR						HOURS			
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR						\$ 132.00	50	\$ 6,600.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (WEEKENDS)						\$ 198.00	5	\$ 990.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (HOLIDAYS)						\$ 264.00	5	\$ 1,320.00	
GENERATOR PARTS & MATERIALS MARK-UP (%)						%	BUDGETED MAXIMUM		\$ 50,000.00
TOTAL BID C								\$ 58,910.00	
GRAND TOTAL							\$ 118,521.00		

NOTE: Due to calculation errors, this bid summary differs from the bid summary submitted by the bidder.

References must be submitted with bid proposal as described in Section 2.1400

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 term of this contract is for a two (2) year period. At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

ARTICLE IX 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.

**STANDBY GENERATOR MAINTENANCE AND
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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 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT. THE CONTRACTOR ALSO AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

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

CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

() _____
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-137

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013-2015 STANDBY GENERATOR
MAINTENANCE AND REPAIR AND FURTHER AUTHORIZING
THE PUBLIC WORKS DIRECTOR TO EXECUTE TWO
2-YEAR EXTENSIONS

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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 June 20, 2013, at 11:00 a.m., for 2013-2015 Standby Generator Maintenance and Repair, described in the specifications therefore approved by the City Council on May 15, 2013; and

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

Bidder	Bid
Holt of California	\$ 118,521*
*Corrected Total	

WHEREAS, staff recommends awarding the contract for 2013-2015 Standby Generator Maintenance and Repair to the sole bidder, Holt of California, of West Sacramento, California, in the amount of \$118,521.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2013-2015 Standby Generator Maintenance and Repair to the sole bidder, Holt of California, of West Sacramento, California, in the annual amount of \$118,521; and

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

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute two 2-year extensions to the contract.

Dated: July 17, 2013

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I hereby certify that Resolution No. 2013-137 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 17, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – Hansen

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk