

CITY COUNCIL MEETING

JULY 18, 1984

SHIPMENT OF
SUBSTATION
POWER
TRANSFORMER
AWARDED

Council was apprised that on Tuesday, July 17, 1984, the following bids were received for the loading/shipment (and return shipment/unloading) of the Killelea #2 transformer bank, for repair at the Westinghouse repair facility in Compton, California.

<u>Bidder</u>	<u>Total Bid</u>
Reliable Crane & Rigging, Inc.	\$10,388.00
Teresi Trucking, Inc.	\$12,950.00
Bigge Crane & Rigging Co.	\$14,940.00
Triple R. Heavy Haul, Inc.	\$20,250.00
Husky Crane, Inc.	\$31,700.00

Based on the bids received, it was Staff's recommendation that the bid be awarded to the lowest bidder, Reliable Crane and Rigging, Inc., in the amount of \$9,800.00.

RES. NO. 84-116

Following discussion, on motion of Mayor Pro Tempore Hinchman, Olson second, Council adopted Resolution No. 84-116 awarding the bid for the loading/shipment (and return shipment/unloading) of the Killelea #2 transformer bank, for repair at the Westinghouse repair facility in Compton, California, to the lowest bidder, Reliable Crane and Rigging, Inc., Sacramento, California, in the amount of \$9,800.00.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

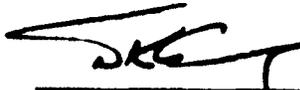
DATE
July 18, 1984

NO.

SUBJECT: SHIPMENT OF SUBSTATION POWER TRANSFORMER (UD-E84-6)

On Tuesday, July 17, 1984, bids were received for the loading/shipment (and return shipment/unloading) of the Killelea #2 transformer bank, for repair at the Westinghouse repair facility in Compton, California.

Based on the bids received, it is recommended that the bid be awarded to the lowest bidder, Reliable Crane & Rigging, Inc., Sacramento, CA, in the amount of \$9,800.



David K. Curry
Utility Director

Attach.

BID EVALUATION

SHIPMENT OF SUBSTATION POWER TRANSFORMER

UD-E84-6

<u>Bidder</u>	<u>Lodi - Compton</u>	<u>Compton - Lodi</u>	<u>Compton - Lodi w/escalation</u>	<u>Total Cost (Max.)</u>
Reliable Crane & Rigging, Inc. Sacramento, CA	\$ <u>4,900</u>	\$ <u>4,900</u>	\$ 5,488	\$10,388
Teresi Trucking, Inc. Lodi, CA	6,475	6,475	--	12,950
Bigge Crane & Rigging Co. San Leandro, CA	7,470	7,470	--	14,940
Triple R. Heavy Haul, Inc. Stockton, CA	10,000	10,000	10,250	20,250
Husky Crane, Inc. Stockton, CA	15,850	15,850	--	31,700

AGREEMENT

THIS AGREEMENT, made on July 18, 1984, by and between the City of Lodi, State of California, herein referred to as the "CITY," and Reliable Crane & Rigging, Inc., a corporation of the State of California, herein referred to as "CONTRACTOR."

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

CONTRACTOR agrees to load and ship one power transformer from Lodi to repair facility in Compton, California, and to return ship and unload same (in approximately 6 months) following completed repairs, all in accordance with City of Lodi Utility Department Specifications UD-84-6, dated July, 1984. The complete Contract consists of the following documents which are attached hereto and incorporated herein by this reference, to wit:

Notice Inviting Bids (LN 1)

Information to Bidders (IB 1-2)

Data/Requirements (D/R 1-5)

Proposal (P 1-3)

Agreement (Contract)

Contractor Insurance Certificates and Endorsements (per UD-84-6)

All of the above documents, sometimes referred to as the "Contract Documents" are intended to cooperate so that any item mentioned in one and not mentioned in another 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 herein-after mentioned, to be made and performed by the City, Contractor agrees with the City, at his own cost and expense, to do all the work and furnish all the equipment except such as are mentioned in the specifications to be furnished by the City, necessary to safely load/unload and transport one power transformer to and from Compton, California as specified in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - City hereby promises and agrees with Contractor to employ, and does hereby employ, the Contractor to provide all equipment 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 the same as set forth in the signed bid proposal, 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 - Contractor agrees to receive and accept the prices as set out in the signed bid proposal as full compensation for furnishing all equipment and for doing all the work contemplated and embraced in this agreement; Contractor further agrees to receive and accept only the bid price to Compton, California, (one-way), as full compensation in the event the transformer is not returned to Lodi. In either case, full compensation shall cover 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 and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

ARTICLE IV - 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 workmen's 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 V - 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 signed Bid Proposal, then this instrument shall control and nothing shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - All labor or equipment not mentioned specifically as being provided by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

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

CONTRACTOR:

RELIABLE CRANE & RIGGING, INC.

By:

[Signature]
VICE PRESIDENT & GEN. MANAGER
Title

CITY OF LODI

By

John R. Snider
Mayor

Attest:

Alice M. Bunch
City Clerk

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ARTICLE II - City hereby promises and agrees with Contractor to employ, and does hereby employ, the Contractor to provide all equipment 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 the same as set forth in the signed bid proposal, 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 - Contractor agrees to receive and accept the prices as set out in the signed bid proposal as full compensation for furnishing all equipment and for doing all the work contemplated and embraced in this agreement; Contractor further agrees to receive and accept only the bid price to Compton, California, (one-way), as full compensation in the event the transformer is not returned to Lodi. In either case, full compensation shall cover 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 and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

ARTICLE IV - 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 workmen's 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.

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ARTICLE VI - All labor or equipment not mentioned specifically as being provided by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

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CONTRACTOR:

RELIABLE CRANE & RIGGING, INC.

By:

VICE PRESIDENT & GEN. MANAGER
Title

CITY OF LODI

By

Mayor

Attest:

City Clerk

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CONTRACTOR:

CITY OF LODI

By _____

Mayor

By: _____

Attest: _____

_____ Title

_____ City Clerk