



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands (\$73,000) and Appropriating Funds (\$90,000)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands, in the amount of \$73,000, and appropriating funds in the amount of \$90,000.

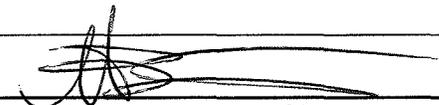
BACKGROUND INFORMATION: The White Slough Water Pollution Control Facility (WSWPCF) has four anaerobic digesters. Digester No. 4 was installed in 2007 and the current paint coverage is adequate. Digester No. 3 was last painted during its installation in 1991. Digesters Nos. 1 and 2 were installed in 1967 and believed to have been painted in 1991 when No. 3 digester was painted.

The inherent corrosive atmosphere at WSWPCF intensifies the paint oxidization (rusting) at the digesters. The digester pipes, pipe connections and roof tops are severely corroded and will continue to corrode without the proper paint protection. Eventually, the corrosion will create holes and voids in the piping. The holes in the piping will render the piping useless and allow methane to escape into the atmosphere, increasing the corrosive damage. Associated digester equipment, such as pumps and compressors, are not included in this project.

Plans and specifications for this project were approved on June 19, 2013. The City received the following seven bids for this project on July 17, 2013.

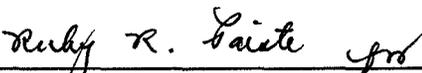
Bidder	Location	Bid
Engineer's Estimate		\$ 90,000.00
Euro Style Management	North Highlands	\$ 73,000.00
T & M Painting and Construction	Anaheim	\$ 80,000.00
National Coating & Lining Company	Lake Elsinore	\$ 80,740.00
Certified Coatings Company	Fairfield	\$ 82,429.00
F.D. Thomas, Inc.	Central Point, OR	\$ 87,400.00
Redwood Painting Company	Pittsburg	\$ 87,670.00
Pacific Contractors Group, Inc.	Northridge	\$ 111,111.11

Staff recommends appropriating \$90,000 to cover the contract, engineering, inspection and project contingencies.

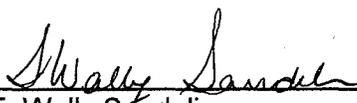
APPROVED: 
Konradt Bartlam, City Manager

FISCAL IMPACT: If the digesters are not painted; the oxidation or rust will continue until it eats into the piping, resulting in a digester failure and emergency painting.

FUNDING AVAILABLE: Request Appropriation:
Wastewater Capital (171493): \$90,000



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Associate Civil Engineer Nathan
Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director
Wastewater Plant Superintendent

**WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
DIGESTER PAINTING PROJECT
12751 North Thornton Road**

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 EURO STYLE MANAGEMENT, 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 prepare and coat the exterior roofing and piping components associated with Anaerobic Digesters No. 1, 2 and 3 at the White Slough Water Pollution Control Facility and other incidental and related work, all as described in the specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Prepare and Coat the Exterior Roofing and Piping Components of Digesters No. 1, 2 and 3	LS	1	\$ 73,000.00	\$73,000.00
TOTAL \$					73,000.00

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 **21 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 6-04.03 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: _____

Title

Attest

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: 7/18/2013
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 90,000.00
B. USE OF FINANCING	171	171493	1825.2250	Plant Maintenance Improvements	\$ 90,000.00

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 Euro Style Management for the White Slough Water Pollution Control Facility digester painting project.

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 Laufer

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. 2013-141

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY DIGESTER PAINTING
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 July 17, 2013, at 11:00 a.m., for the White Slough Water Pollution Control Facility Digester Painting Project, described in the plans and specifications therefore approved by the City Council on June 19, 2013; and

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

Bidder	Bid
Euro Style Management	\$ 73,000.00
T & M Painting and Construction	\$ 80,000.00
National Coating & Lining Company	\$ 80,740.00
Certified Coatings Company	\$ 82,429.00
F.D. Thomas, Inc.	\$ 87,400.00
Redwood Painting Company	\$ 87,670.00
Pacific Contractors Group, Inc.	\$ 111,111.11

WHEREAS, staff recommends awarding the contract for the White Slough Water Pollution Control Facility Digester Painting Project to the low bidder, Euro Style Management, of North Highlands, California, in the amount of \$73,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the White Slough Water Pollution Control Facility Digester Painting Project to the low bidder, Euro Style Management, of North Highlands, California, in the amount of \$73,000; 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 \$90,000 be appropriated for this project from the Wastewater Capital account.

Dated: August 7, 2013

I hereby certify that Resolution No. 2013-141 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 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-OLSON
City Clerk