



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the City Hall Carport and Jail Roof Replacement Project (\$108,707)

**MEETING DATE:** December 19, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the City Hall carport and jail roof replacement project, in the amount of \$108,707.

**BACKGROUND INFORMATION:** On May 2, 2012, Council authorized bids for the City Hall carport and jail roof and gutter replacement project. The project consists of replacing 3,016 square feet of roof and gutters at the decommissioned jail and 2,400 square feet of roof and gutters over the City Hall carport.

Garland/DBS, Inc., (Garland/DBS) was the successful bidder for U.S. Communities Contract 10330 for competitively-bid roofing services. Using the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) line item costs, the price of \$142,210 is the maximum price an agency would be charged for the services to replace the carport and jail roof systems, as shown on Exhibit A. To obtain the lowest price possible, Garland/DBS administered a competitive bid using local roofing contractors.

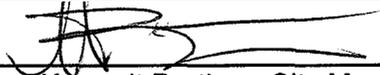
For this project, Garland/DBS will subcontract roof replacement services with no mark-up. Also shown on Exhibit A, six local roofing companies submitted bids. The low bid of \$108,707 was submitted by Capital Roofing, of Rocklin, and reflects the lowest overall bid price when compared to the MICPA line item costs. The low bid includes project delivery services and a 30-year roof and gutter system that is warranted by Garland/DBS.

This approach is similar to purchasing vehicles from the State contract. By using the U.S. communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty work (such as roofing) while maintaining compliance with purchasing requirements. The professional services agreement with Garland/DBS includes all insurance and bonding requirements included on City construction contracts.

Garland/DBS has performed similar work for other California public entities (Delhi Unified School District, Tuolumne County and Merced River School District). In checking these references, staff received favorable comments regarding Garland/DBS' performance.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award

APPROVED: \_\_\_\_\_

  
Konrad Bartlam, City Manager

was in compliance with their formally-adopted bidding or negotiation procedures. In order to enhance project delivery of building maintenance projects, it is anticipated staff will utilize the U.S. Communities procurement process in the future.

This proposed contract is not subject to the City's local hire ordinance. Staff recommends Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the City Hall carport and jail roof replacement project.

**FISCAL IMPACT:** Replacing leaky roofs reduce repair costs for the interior spaces caused by leaking water.

**FUNDING AVAILABLE:** Funding for this project is included in the FY 2012/13 budget and will be paid from the Facilities Capital Outlay Fund (121 1000).

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
Attachment

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GARLAND/DBS, INC. (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the City Hall Carport and Jail Roof Replacement Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on January 1, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.15 Contract Bonds**

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

##### **Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Charles Swimley, City Engineer/Deputy PW Director

To CONTRACTOR: Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: GARLAND/DBS, INC.

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name:  
Title:

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source: 1211000**  
**(Business Unit & Account No.)**

Doc ID: Garland DBS\_CityHallCarportJailReroof

CA:rev.01.2012



Garland/DBS, Inc.  
 3800 East 91<sup>st</sup> Street  
 Cleveland, OH 44105  
 Phone: (800) 762-8225  
 Fax: (216) 883-2055



## ROOFING MATERIAL AND SERVICES PROPOSAL

City of Lodi  
 Date Submitted: 12/03/2012  
 Proposal #: 25-CA-120482

**Please Note:** The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

### **Scope of Work: Carport, Office and Jail Re-Roofing Projects**

- 1 Removal and disposal of asbestos containing roofing system (s), insulation, flashings, scuppers, and associated debris for a complete prepared roof surface.
- 2 Install 1/8" taper to roof deck in insuloc hr adhesive at carport, install 1/4" taper to roof deck with screws and plates at office, install 1/4" taper at jail in hot asphalt over 2" iso base layer.
- 3 Install one layer of 1/2" wood fiber insulation board in hot adhesive, stagger all joints from insulation below.
- 4 Install two plies of HPR Glasfelt in hot adhesive.
- 5 Install one layer SBS modified mineral in cold applied adhesive.
- 6 Install all wall and/or base flashing membrane in hot asphalt adhesive up and over all 2" over outside edge of wall.
- 7 Install title 24 approved reflective acrylic roof coating.
- 8 Install new blocking and protection pads at all (condensate, gas, etc.) lines.
- 9 Raise all curbs to a minimum of 8" above the finished roofing height. (6 each)
- 10 Install HVAC unit on new roof curb 8" above finished roof height with new 24 gauge galvanized pan and modify existing ductwork as needed. Install new roof flanges to incorporate into the new roofing system. **(Carport Roof, 1 each)**
- 11 Install pressure treated wood nailer with proper fasteners for wall type.
- 12 Install new 24 gauge galvanized coping metal with internal splice plate. Splice joints to be internally sealed with tuff stuff urethane sealant. Install 22 gauge galv cleat metal.
- 13 Install new 24 gauge galvanized scuppers, seal outside face with tuff stuff.
- 14 Install new 24 gauge surface mount counter flashing through butyl tape into wall substrate to properly counter flash roofing system. **(Jail Building)**
- 15 Install new 24 gauge galvanized gutter and downspouts to match existing size and locations. Install one 1/2" wood nailer along edge to receive new gutter system. **(Carport Roof)**

- 16 Install new 24 gauge galvanized sheet metal gravel stop edge flashing with notched joints to properly slide together.
- 17 Remove and dispose of abandoned pipes, electrical lines, etc. as requested by the Owner.
- 18 Raise gas line to accommodate height of new roofing system. Contractor is to coordinate with proper agencies. **(Jury Building)**

### City of Lodi - Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.16	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck	\$ 1.87	7000	SF	\$ 13,090
6.12.01	Roof Deck and Insulation Option - WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT INSULATION OPTION: WOOD DECK: Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements	\$ 2.89	7000	SF	\$ 20,230
4.3	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	\$ 4.66	7000	SF	\$ 32,620
6.12.01	Roof Deck and Insulation Option - WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT INSULATION OPTION: WOOD DECK: Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements	\$ 2.89	7000	SF	\$ 20,230
10.11.02	BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT - ROOF CONFIGURATION 2 ply of Glasfelt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt ROOFING MEMBRANE OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 4.96	7000	SF	\$ 34,720

5.11	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Acrylic Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Smooth or Mineral Surfaced Modified	\$ 1.85	7000	SF	\$ 12,950
	New Coping Cap - 24 Ga. 6 Bends	\$ 23.25	360	LF	\$ 8,370
	<b>Total</b>				<b>\$ 142,210</b>

**City of Lodi:**

<b>Base Bid Total Maximum Price of Line Items under the MICPA:</b>	<b>\$ 142,210</b>
<b>Proposal Price Based Upon Market Experience:</b>	<b>\$ 108,707</b>

**Competitive Bid Results:**

<b>Capitol Roofing</b>	<b>\$ 108,707</b>
<b>Baker Roofing</b>	<b>\$ 120,903</b>
<b>Legacy Roofing</b>	<b>\$ 122,380</b>
<b>PRS</b>	<b>\$ 136,550</b>
<b>Gudgel</b>	<b>\$ 148,768</b>
<b>Madsen</b>	<b>\$ 156,500</b>

**Proposal Price Bid Breakdown (Capitol Roofing):**

<b>Contractor Labor &amp; Non-Garland Materials:</b>	<b>\$ 49,135</b>
<b>Garland Materials:</b>	<b>\$ 43,972</b>
<b>General Conditions:</b>	<b>\$ 7,530</b>
<b>Insurance / Bond:</b>	<b>\$ 2,112</b>
<b>Freight:</b>	<b>\$ 2,550</b>
<b>Garland Material Tax (7.75%):</b>	<b>\$ 3,408</b>

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. **Tax on Garland Material is included in this proposal pricing at 7.75%.** Line items are available upon request.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Benjamin Runyan*

Benjamin Runyan  
Garland/DBS, Inc.  
(216) 430-3613



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br/>\$5,000,000 Ea. Occurrence</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br/>\$1,000,000 Bodily Injury - Ea. Person<br/>\$1,000,000 Bodily Injury - Ea. Occurrence<br/>\$1,000,000 Property Damage - Ea. Occurrence</p> |
|---|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance of project.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-200

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT FOR CITY HALL CARPORT AND JAIL ROOF  
REPLACEMENT PROJECT

=====

WHEREAS, on May 2, 2012, Council authorized bids for the City Hall Carport and Jail Roof and Gutter Replacement Project, which consists of replacing 3,016 square feet of roof and gutters at the decommissioned jail and 2,400 square feet of roof and gutters over the City Hall carport; and

WHEREAS, Garland/DBS, Inc., was the successful bidder for U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement Contract 10330 for competitively-bid roofing services; and

WHEREAS, to obtain the lowest price possible, Garland/DBS administered a competitive bid using local roofing contractors, and the low bid of \$108,8707 was submitted by Capital Roofing, of Rocklin; and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, in order to enhance project delivery of building maintenance projects, it is anticipated staff will utilize the U.S. Communities procurement process in the future.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Professional Services Agreement for the City Hall Carport and Jail Roof Replacement Project to Garland/DBS, Inc., of Cleveland, Ohio, in the amount of \$108,707; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement.

Dated: December 19, 2012

=====

I hereby certify that Resolution No. 2012-200 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 19, 2012, 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