



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: May 21, 2013

Time: 7:00 a.m.

For information regarding this agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

A. Call to Order / Roll Call

B. Regular Calendar

Res. B-1 Adopt Resolution Awarding Contract for Hutchins Street Square Pool Refinishing Project to Advanced Pool Coatings, of Roseville (\$45,350) (PW)

C. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Randi Johl
City Clerk

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item.**



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Awarding Contract for Hutchins Street Square Pool Refinishing Project to Advanced Pool Coatings, of Roseville (\$45,350)

MEETING DATE: May 21, 2013 (Special Meeting)

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Hutchins Street Square Pool Refinishing Project to Advanced Pool Coatings, of Roseville, in the amount of \$45,350.

BACKGROUND INFORMATION: The Hutchins Street Square swimming pool is constructed of a concrete pool shell beneath a fiberglass liner. Fiberglass pool liners have a service life of approximately 20 years. The existing fiberglass liner was installed in 1988 and has started to delaminate from the concrete shell and blister at the surface. This condition has forced the Parks, Recreation and Cultural Services Department to close the pool to the public until repairs are made.

The Hutchins Street Square Pool Refinishing Project consists of removing the existing fiberglass liner; preparing the surface of the concrete pool shell; applying a new white, fiberglass liner; and other ancillary improvements.

Plans and specifications for this project were approved on March 6, 2013. On April 24, 2013, the City received a single non-responsive bid. On May 1, 2013, City Council rejected the bid, approved revised plans and specifications, and authorized re-advertisement for bids for the project. The City received the following bid for this project on May 15, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 50,000
Advanced Pool Coatings	Roseville	\$ 45,350

FISCAL IMPACT: Refinishing the pool will allow the Park, Recreation and Cultural Services Department to resume collecting usage fees for the facility.

FUNDING AVAILABLE: Parks, Recreation and Cultural Services Fund (347)

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
cc: Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager

**HUTCHINS STREET SQUARE
POOL REFINISHING PROJECT
125 South Hutchins Street**

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 ADVANCED POOL COATINGS, 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 remove and dispose of the existing fiberglass liner, prepare the surface of the existing concrete pool shell, apply new fiberglass liner, install lanes and targets and other incidental and related work, all as shown on the plans and specifications for "Hutchins Street Square Pool Refinishing Project, 125 South Hutchins Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove and Properly Dispose of Existing Fiberglass Liner, Lane Tiles, Depth Markers, and Targets	LS	1	\$ 4,300.00	\$ 4,300.00
2.	Prepare Existing Concrete Surface to Receive New Fiberglass Liner	LS	1	\$ 6,500.00	\$ 6,500.00
3.	Provide and Install New Fiberglass Liner Including New Lane Lines, Targets, Lines on Steps, Depth Markers and "No Diving" Markers	LS	1	\$ 29,050.00	\$29,050.00
4.	All Work in Accordance with the Contract Documents with the Exception of Work Included Under Bid Items 1 through 3	LS	1	\$ 5,500.00	\$ 5,500.00
TOTAL					\$45,350.00

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 **45 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: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR HUTCHINS STREET
SQUARE POOL REFINISHING PROJECT

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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 May 15, 2013, at 11:00 a.m., for the Hutchins Street Square Pool Refinishing Project described in the plans and specifications therefore approved by the City Council on May 1, 2013; and

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

Bidder	Bid
Advanced Pool Coatings	\$45,350

WHEREAS, staff recommends awarding the contract for the Hutchins Street Square Hutchins Street Square Pool Refinishing Project to the sole bidder, Advanced Pool Coatings, of Roseville, California, in the amount of \$45,350.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hutchins Street Square Pool Refinishing Project to the sole bidder, Advanced Pool Coatings, of Roseville, California, in the amount of \$45,350; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City.

Dated: May 21, 2013

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I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held May 21, 2013, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk