

STAFF REPORT



ITEM NO. 15 CITY OF OCEANSIDE

DATE: June 5, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$143,628 TO WAREHOUSE SOLUTIONS, INC. FOR PURCHASE OF A USED MEZZANINE FOR THE SAN LUIS REY MAINTENANCE BUILDING.**

SYNOPSIS

Staff recommends that the City Council approve a contractor's professional services agreement in the amount of \$143,628 to Warehouse Solutions, Inc. of San Diego for the purchase and installation of a used mezzanine for the San Luis Rey Maintenance Building; and authorize the City Manager to execute agreement.

BACKGROUND

As part of the San Luis Rey Maintenance Building CIP Project (909123500722), staff intends to build a mezzanine in the San Luis Rey Maintenance building, optimizing storage space for frequently used parts and supplies, and ultimately, improving the efficiency of the Water and Wastewater Facilities Maintenance crew. Initial plans called for a 3,600 sq. foot mezzanine to be constructed.

A Request for Proposals was issued to qualified contractors for this project, and three proposals were received. Warehouse Solutions, Inc., of San Diego, provided the lowest responsible bid for the project, as noted in Table 1 below.

Table 1

Vendor	Proposal Amount
Warehouse Solutions, Inc.	\$143,628
Cal Coast Installations	\$186,527
Con-Rak Erectors, Inc.	\$197,768

As staff was preparing documents for approval of this procurement, Warehouse Solutions, Inc., the lowest responsible and responsive proposer, approached the City with an opportunity to purchase an even larger (5,700 sf) mezzanine, slightly used, from a project in Reno, NV, for approximately the same cost as the smaller mezzanine.

ANALYSIS

Staff has inspected the existing mezzanine on-site and determined it to be in very good, nearly new condition. Based on the cost-savings from this proposal and the modular nature of the proposed mezzanine which will allow staff and the contractor to reconfigure on site as installation is performed, staff recommends accepting this offer and executing a contractors professional services agreement with Warehouse Solutions, Inc. of San Diego in the amount of \$143,628.

FISCAL IMPACT

The available budget in the respective accounts listed below for this project is \$306,274. The total cost for the project is \$143,628; therefore, sufficient funds are available.

Account	Available Budget	Allocated Amount
909123500722.5703.10600	\$137,510	\$130,000
909125500722.5703.10600	\$168,764	\$13,628
Total	\$306,274	\$143,628

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission will be provided with an update at the next regularly scheduled meeting.

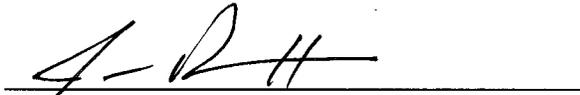
CITY ATTORNEY'S ANALYSIS

Purchases must comply with bid requirements set forth in Chapter 28A of the City Code. Professional services agreements must be reviewed by the City Attorney and approved as to form.

RECOMMENDATIONS

Staff recommends that the City Council approve a contractor's professional services agreement in the amount of \$143,628 to Warehouse Solutions, Inc. of San Diego for the purchase and installation of a used mezzanine for the San Luis Rey Maintenance Building; and authorize the City Manager to execute agreement.

PREPARED BY:



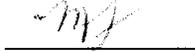
Jason Dafforn
Water Utilities Division Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



for Cari Dale, Water Utilities Director



Teri Ferro, Financial Services Director



CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

PROJECT: SAN LUIS REY WATER RECLAMATION FACILITY
MAINTENANCE BUILDING MEZZANINE – 909123500722 &
909125500722

THIS AGREEMENT, dated May 16, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and WAREHOUSE SOLUTIONS, INC., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR desires to deliver and install a used free-standing mezzanine in the San Luis Rey Maintenance Building and is more particularly described in the CONTRACTOR'S proposal dated May 8, 2013, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial

SAN LUIS REY WATER RECLAMATION FACILITY
MAINTENANCE BUILDING MEZZANINE
- 909123500722 & 909125500722

- 4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as *A-X or higher by A.M. Best.*
- 4.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any *material change in the policy* prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at *minimum, a Certificate of Insurance and applicable endorsements*, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 7 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and *sufficient bonds in the amounts listed below:*
- **Performance Bond** in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and *further to guarantee that all materials and workmanship will be free from original or developed defects*
 - **Payment Bond** that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

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6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$143,627.37.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within ninety (90) calendar days from notice to proceed.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

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13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

WAREHOUSE SOLUTIONS, INC.

CITY OF OCEANSIDE

By: _____

By: _____

Name/Title *Mark D. Wallace / President*

Peter Weiss, City Manager

By: _____

APPROVED AS TO FORM:

Name/Title

Robert J. Samlton, ASST.

City Attorney

26-2043157

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California }
 County of San Diego }
 On May 30, 2013 before me, Scott Lorhan, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Mark D Wallace
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Oceanside

Document Date: May 16, 2013 Number of Pages: fifteen

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <small>RIGHT THUMBPRINT OF SIGNER</small>
Top of thumb here | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <small>RIGHT THUMBPRINT OF SIGNER</small>
Top of thumb here |
|---|--|---|--|

Signer is Representing: _____ Signer is Representing: _____



P.O. Box 60727, San Diego CA 92166
 Ph: 800.278.1715 / Fx: 619.449.1710
 www.warehouse-solutions.com

Proposal

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Date 5/9/2013
 Proposal # 4004-Rev1

Bill To
 SLR Water Reclamation Facili...
 3950 N. River Rd.
 Oceanside CA 92058

Ship To
 SLR Water Reclamation Facility ...
 3950 N. River Rd.
 Oceanside CA 92058

Expires 6/8/2013
Sales Rep Mark Wallace
Terms See Below
FOB Reno, NV
Lead Time see below
Special Terms

Seller proposes to sell the equipment and/or services described below, subject to conditions outlined in Appendix A.

Qty	Description	Rate	Amount	Tax
	We are pleased to provide the following proposal for your free-standing mezzanine with interior columns as follows:			
1	Used 5700 SF Free-standing mezzanine system approximately 180'-0" long x 33'/30'-0" wide x 16'-0" top of deck (13'-10" clear below). <ul style="list-style-type: none"> • All necessary 20 gauge, 1 1/2" deep, type B painted roof deck • Top Deck: 3/4" T&G moisture resistant resin board, unfinished. • All necessary columns 8" x 8" with 22" baseplates • Approximately 426 Linear feet of 3-Rail Guardrail. • Approximately 426 Linear feet of kickplate. • (2) 36" wide straight stair systems(s) with an intermediate platform and a platform at top. • The stair system has closed treads and open risers. Stair hand rail is included. • (2) sliding gates (one has overhead personnel safety guard) Capacity: 150 PSF Color: One Coat White (U.O.N.)	96,900.00	96,900.00	Yes
168	New CBC approved wedge anchors, 5/8" dia. Additional cost will apply should the City of Oceanside require epoxy anchors	3.59	603.12	Yes
1	Installation Labor, Non-Union, Regular Hours	21,700.00	21,700.00	
1	Freight FOB Reno, NV	9,000.00	9,000.00	
2	5,000 Lbs. Capacity Forklift Rental includes delivery, pick-up, propane, damage waiver, environmental fee, sales tax for duration of install	1,140.00	2,280.00	
2	Scissorlift Equipment Rental 19'-0" high Includes delivery, pick-up, damage waiver, environmental fee, sales tax for duration of install	580.00	1,160.00	
1	Payment and Performance Bond (3%)	4,184.00	4,184.00	
	Estimated Lead Time: Must take delivery of materials by June 1, 2013 Estimated Engineering Time: 14 working days from receipt of signed approval drawings and requested information. Estimated Permitting: 4-5 Weeks through the building & fire departments.			
	TERMS:			

Acceptance of this proposal includes the terms and conditions outlined in Appendix A.

Approved By: _____ Date: _____



Proposal

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Date

5/9/2013

Proposal #

4004-Rev1

P.O. Box 60727, San Diego CA 92166
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Bill To

SLR Water Reclamation Facili...
 3950 N. River Rd.
 Oceanside CA 92058

Ship To

SLR Water Reclamation Facility ...
 3950 N. River Rd.
 Oceanside CA 92058

Seller proposes to sell the equipment and/or services described below, subject to conditions outlined in Appendix A.

Qty	Description	Rate	Amount	Tax
	<p>30% Down Payment with Signed Proposal Balance of Material Cost Due Upon Delivery of Materials Balance Due Upon Completion of Installation</p> <p>NOTES:</p> <ol style="list-style-type: none"> Any required HVAC, lighting and/or sprinklers are excluded. Based on the actual site conditions, the city or engineering may require concrete footings or larger baseplates based on actual slab thickness and soil bearing pressure, at additional cost. Seismic Engineering, calculations and permitting labor quoted separately. Area of work to be free and clear prior to installer's arrival. Otherwise, standtime will be charged at \$45.00 per manhour. It is responsibility of the Customer to provide adequate clearance for installation. Customer will provide easy forklift access and provide the use of their forklift. Permits, application fees and special inspections are the responsibility of the Customer. Proposal is based on eight-hour consecutive trips to install the system. Concrete footings are excluded. 			

Acceptance of this proposal includes the terms and conditions outlined in Appendix A.

Subtotal	135,827.12
Tax (CA_SAN DIEGO CO_AIQP 8.0%)	7,800.25
Total	\$143,627.37

Approved By: _____ Date: _____