

RESOLUTION NO. 2019-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AWARDING THE PUBLIC SAFETY BUILDING I.T. SERVER ROOM
IMPROVEMENTS PROJECT TO D&L DELLA MORA HEATING SHEET METAL &
AIR CONDITIONING, INC., OF MARINA, CALIFORNIA FOR THE AMOUNT OF
\$22,425.00, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZING A
GENERAL FUND BUDGET APPROPRIATION INCREASE OF \$14,025 AND
TRANSFER OF THAT AMOUNT TO THE CAPITAL PROJECT FUND 462 AND
INCREASING THE CAPITAL PROJECT'S APPROPRIATION BY \$14,025, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the I.T. server room houses the City's computing servers that provide the databases and networking of desktop computers necessary to provide service to the public. The servers generate heat during operation that needs to be addressed through adequate cooling of the room, and;

WHEREAS, the existing server room air conditioning unit is inadequate to properly handle current cooling needs and is unreliable during power outages. An upgrade is required to handle the heat load of additional I.T. equipment as service programs and databases are added. The project will replace the stand alone in room cooler with an efficient and reliable split unit that radiates heat on the exterior of the building, and;

WHEREAS, on April 5, 2019, the City entered into a Service Order agreement with the on-call consultant firm WR&D Architects, LLP for designing the I.T. server room improvements. The design is now deemed complete and the project is ready for advertisement.

WHEREAS, at the regular meeting of July 16, 2019, the City Council adopted Resolution No. 2019-67, approving advertising and call for bids for the Public Safety Building I.T. server room improvements project, and;

WHEREAS, on July 19, 2019, City staff advertised the Project with an Engineer's construction estimate of \$10,600. On August 20, 2019, three sealed bids were received, opened and publicly read for Public Safety Building I.T. server room improvements project, and;

WHEREAS, the lowest bid total is D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California. This bid was received and found to be responsive, and staff has not identified issues concerning their responsibility to perform the work of the contract. Due to the Engineer's estimate being based off of similar projects of larger scope, the small scope of work and current construction market rates have caused a higher than expected cost for construction, and;

WHEREAS, the cost estimate for City staff construction inspection, administration, contingency and project closeout is \$2,200.00. Therefore, the total project cost amounts to \$24,625.00, and;

WHEREAS, the project budget includes funding for construction which was estimated to cost \$10,600. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund transfer of \$14,025.00 from the General Fund to the CIP project account No. 462.APF1802, and;

WHEREAS, this request is submitted for City Council consideration and possible action.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Award the Public Safety Building I.T. server room improvements project to D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California for the amount of \$22,425.00, and;
2. Authorize City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney, and;
3. Authorize a General Fund budget appropriation increase of \$14,025 and transfer of that amount to the Capital Project Fund 462 and increasing the capital project's appropriation by \$14,025, and;
4. Authorize Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 4th day of September 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: Delgado

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**Public Safety Building
I.T. Server Room Improvements**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between Marina, a municipal corporation of the State of California, hereinafter called "City," and D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc., hereinafter called "Contractor,"

W I T N E S S E T H:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, deconstruct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **Public Safety Building I.T. Server Room Improvements** at the City of Marina, CA.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Notice Inviting Sealed Proposals;
- b. Instructions to Bidders and General Conditions;
- c. Signed and executed Bid and Proposal of Contractor, as accepted by City;
- d. Plans and Specifications for the project;
- e. Standard Plans and Standard Specifications, City of Marina, 2006 Edition
- f. Special Provisions of the Contract
- g. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, 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 the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

Twenty-two thousand four hundred twenty-five dollars
\$ 22,425.00

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; 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.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

TENTH:

(a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.

(c) Contractor shall comply with laws relating to the work.

ELEVENTH:

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorneys fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and subcontractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor, excepting only to the extent liability arises from the sole negligence, active negligence or willful misconduct of City.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

TWELFTH: In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

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

CONTRACTOR

CITY OF MARINA

By:_____

By:_____

Layne P. Long, City Manager

Print Name:_____

Date:_____

Address: _____

Date:_____

APPROVED AS TO FORM:

By:_____

By:_____

Robert Wellington, City Attorney

Date:_____

Date:_____

ATTESTED:

Anita Shepherd-Sharp, Deputy City Clerk

Date:_____

Resolution No. 2017-__

August 23, 2019

Item No. **8d(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
September 4, 2019

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2019-, AWARDING THE PUBLIC SAFETY BUILDING I.T. SERVER ROOM IMPROVEMENTS PROJECT TO D&L DELLA MORA HEATING SHEET METAL & AIR CONDITIONING, INC., OF MARINA, CALIFORNIA FOR THE AMOUNT OF \$22,425.00, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZING A GENERAL FUND BUDGET APPROPRIATION INCREASE OF \$14,025 AND TRANSFER OF THAT AMOUNT TO THE CAPITAL PROJECT FUND 462 AND INCREASING THE CAPITAL PROJECT'S APPROPRIATION BY \$14,025, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2019-, awarding the Public Safety Building I.T. server room improvements project to D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California for the amount of \$22,425.00, and;
2. Authorizing City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney, and;
3. Authorizing a General Fund budget appropriation increase of \$14,025 and transfer of that amount to the Capital Project Fund 462 and increasing the capital project's appropriation by \$14,025, and;
4. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The I.T. server room houses the City's computing servers that provide the databases and networking of desktop computers necessary to provide service to the public. The servers generate heat during operation that needs to be addressed through adequate cooling of the room.

The existing server room air conditioning unit is inadequate to properly handle current cooling needs and is unreliable during power outages. An upgrade is required to handle the heat load of additional I.T. equipment as service programs and databases are added. The project will replace the stand alone in room cooler with an efficient and reliable split unit that radiates heat on the exterior of the building.

The City Council approved this project in the current fiscal year Capital Projects Fund at an amount of \$10,600.

On April 5, 2019, the City entered into a Service Order agreement with the on-call consultant firm WR&D Architects, LLP for designing the I.T. server room improvements. The design is now deemed complete and the project is ready for advertisement.

ANALYSIS:

On July 19, 2019, City staff advertised the Project with an Engineer's construction estimate of \$10,600. On August 20, 2019, sealed bids were received, opened and publicly read for Public Safety Building I.T. server room improvements project.

Three (3) bids were received as follows:

D&L Della Mora	\$22,425.00 (Lowest Bid)
AGRS Investments, LLC	\$24,250.00
Smith Electric Service	\$31,958.00

The lowest bid total is D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California. This bid was received and found to be responsive, and staff has not identified issues concerning their responsibility to perform the work of the contract. Due to the Engineer's estimate being based off of similar projects of larger scope, the small scope of work and current construction market rates have caused a higher than expected cost for construction.

The cost estimate for City staff construction inspection, administration, contingency and project closeout is \$2,200.00. Therefore, the total project cost amounts to \$24,625.00.

FISCAL IMPACT:

The project budget includes funding for construction which was estimated to cost \$10,600. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund transfer of \$14,025.00 from the General Fund to the CIP project account No. 462.APF1802.

CONCLUSION:

This request is submitted for City Council consideration and possible action. Staff will return to City Council with recommendations regarding Award of Contract after bids are received.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina