



MEETING DATE: 6/2/08

ITEM NO:

10

COUNCIL AGENDA REPORT

DATE: MAY 14, 2008

TO: MAYOR AND TOWN COUNCIL

FROM: GREG LARSON, TOWN MANAGER

SUBJECT: PPW JOB NO. 07-09 (b) - EQUIPMENT PURCHASE – FY 2007-08 CDBG FUNDED ADA IMPROVMENT PROJECT 421-821-2102

ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN EQUIPMENT AGREEMENT WITH ORCHARD CITY LOCK AND SAFE, INC. FOR THE PURCHASE OF (6) ADA AUTOMATIC DOOR OPENERS TO BE INSTALLED ON (6) SINGLE WOOD DOORS AT THE CIVIC CENTER COMPLEX IN THE AMOUNT OF \$33,133.08

RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute an equipment agreement with Orchard City Lock and Safe, Inc. for the purchase of (6) ADA automatic door openers to be installed on (6) single wood doors at the Civic Center complex in the amount of \$33,133.08.

BACKGROUND:

As part of the Town's ongoing effort to provide unimpeded access to its facilities, automatic ADA compliant door openers will be installed in the entrances of the Town Hall, the Community Development Department, and the Police Department, all located at the Town's Civic Center.

DISCUSSION:

For purchases under \$100,000, the Town's informal bid process does not require public advertising and the preparation of plans or specifications. This informal bid process allows staff to solicit bids from a minimum of three (3) vendors and award the contract to the lowest responsible bidder. The following bids were received for the automatic door openers:

Davee Doors	\$25,800.00	Unable to obtain bond
Orchard City Lock and Save, Inc.	\$33,133.08	
R & S Erection of Santa Clara County	\$79,467.00	Including doors

PREPARED BY: KEVIN ROHANI

Interim Director of Parks and Public Works

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Reviewed by: PS Assistant Town Manager OK Town Attorney _____ Clerk Administrator
SC Finance _____ Community Development

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MAYOR AND TOWN COUNCIL

SUBJECT: PPW JOB NO. 07-09 (b) - EQUIPMENT PURCHASE – FY 2007-08 CDBG
FUNDED ADA IMPROVMENT PROJECT 421-821-2102

MAY 14, 2008

Staff has checked the bids received and has determined that Orchard City Lock and Safe, Inc. is the lowest responsible bid and that its bid is responsive to the Town's informal bid process (the portion of the R & S bid for the door openers was higher than Orchard City's bid). It is recommended that Council adopt the attached Resolution that would declare Orchard City Lock and Safe, Inc. to be the lowest responsible bidder and award an agreement to this company in the amount of \$33,133.08.

CONCLUSION:

Staff recommends the equipment purchase and installation of the ADA automatic door openers from Orchard City Lock and Safe, Inc.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

FISCAL IMPACT:

The 2007/08 Capital Improvement Program budget provides for the purchase and installation of the ADA automatic door openers in the amount of \$33,133.08 from Project 421-821-2102.

Attachments:

Resolution authorizing an equipment agreement/proposal (Exhibit A) with Orchard City Lock and Safe, Inc. for the equipment purchase and installation of ADA automatic door openers.

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE TOWN MANAGER
TO EXECUTE AN AGREEMENT WITH
ORCHARD CITY LOCK AND SAFE, INC.
FOR PPW JOB NO. 07-09 (b)
EQUIPMENT PURCHASE AND INSTALLATION OF
SIX ADA AUTOMATIC DOOR OPENERS
AT THE CIVIC CENTER COMPLEX
IN THE AMOUNT OF \$33,133.08**

WHEREAS, the purchase and installation of six automatic door openers are needed at the Civic Center Complex in compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, the 2007/08 budget provides for the equipment purchase and installation of automatic door openers at the Civic Center Complex; and

WHEREAS, staff prepared a request for proposal for the automatic door openers for the Civic Center Complex; and

WHEREAS, Orchard City Lock and Safe, Inc. submitted the lowest bid which is responsive to the Town's solicitation process; and

WHEREAS, staff recommends the equipment purchase of automatic door openers from Orchard City Lock and Safe, Inc; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Orchard City Lock and Safe, Inc is declared to be the authorized satisfactory vendor for the purchase and installation of ADA automatic door openers; and

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute an agreement (Attached as Exhibit A) for the equipment purchase of ADA automatic door openers in the amount of \$33,133.08.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of June, 2008, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS/
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

AGREEMENT

BETWEEN THE TOWN OF LOS GATOS AND ORCHARD CITY LOCK AND SAFE, INC. FOR THE EQUIPMENT PURCHASE AND INSTALLATION OF SIX ADA AUTOMATIC DOOR OPENERS FOR THE CIVIC CENTER COMPLEX

THIS AGREEMENT is made and entered into in the Town of Los Gatos, County of Santa Clara, State of California, by and between the **Town of Los Gatos**, a municipal corporation [hereinafter Town], and **Orchard City Lock and Safe, Inc** [hereinafter Vendor], as of the _____ day _____, 2008.

RECITALS

- (A) Quotations were sought by the Town for the purchase described in this Agreement, and Vendor was found to be a responsible supplier for this purchase.
- (B) Vendor represents that it is a qualified and competent supplier of the equipment to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Supplies and Terms. Vendor hereby agrees to deliver to the Town of Los Gatos Parks and Public Works Department at 41 Miles Avenue, Los Gatos, CA 95030 the items and materials described in Exhibit A hereto. The terms and conditions are as follows:
2. Price. Town shall pay Vendor the amounts defined in Exhibit A, and which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
3. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Vendor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Vendor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Vendor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage including loss of property due to fire loss. Vendor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Vendor agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Vendor for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of Consultant, premises owned or used by the Vendor. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Vendor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Clerk Administrator.

D. In addition to these policies, Vendor shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement.

Further, Vendor shall ensure that all subcontractors employed by Vendor provide the required Workers' Compensation insurance for their respective employees.

4. Indemnification. The Vendor shall save, keep and hold harmless, indemnify and defend the Town, its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omission of the Vendor, or any of the Vendor's officers, employees, or agents or any subcontractor.
5. Warranty. Vendor shall remedy any defects due to faulty materials and/or workmanship from the date of installation of equipment. Warranty time lines for equipment shall be as follows: Labor and materials shall be warranted by the Vendor for one year.
6. Delivery. Owner shall be responsible to deliver equipment no later than **June __, 2008** between the hours of 7:00 A. M. and 3:30 P. M. on weekdays that are not Town holidays.
7. Time of the Essence. Prompt delivery of the items and materials is essential to this agreement.
8. Equal Employment Opportunity. Vendor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations regarding equal employment opportunity. Vendor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, mental or physical disability, medical condition, marital status, sex, age, or sexual preference, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.
9. Notices. All notices to be given with respect to this Agreement shall be addressed as follows:

To: Town of Los Gatos
Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

To: Vendor
Orchard City Lock and Safe, Inc
2254 South Bascom Avenue
Campbell, CA 95008

10. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.
11. Modification. Waiver, termination, or amendment to this Agreement is effective unless made in writing and signed by the Town and the Vendor.

12. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
13. Entire Agreement. This Agreement including Exhibit A sets forth the entire understanding between the parties.

IN WITNESS WHEREOF, the Town and the Vendor have executed this Agreement on the date above written.

Town of Los Gatos, by:

Orchard City Lock and Safe, Inc.

Greg Larson, Town Manager

Signature

Recommended by:

**Kevin Rohani, Interim Director of
Parks and Public Works**

Print Name

Approved as to Form:

Attest:

Town of Los Gatos, Los Gatos California

Orry P. Korb, Town Attorney

Jackie Rose, Clerk Administrator