



MEETING DATE: 4/6/09

ITEM NO:

12

COUNCIL/AGENCY AGENDA REPORT

DATE: March 17, 2009

TO: MAYOR AND TOWN COUNCIL/
CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GREG LARSON, TOWN MANAGER/EXECUTIVE DIRECTOR

SUBJECT: PPW JOB NO. 07-22 – LOS GATOS/MONTE SERENO POLICE OPERATIONS
BUILDING PROJECT 821-2401

- A. ADOPT RESOLUTION DECLARING INSIDE SOURCE, INC. TO BE THE LOWEST RESPONSIBLE BIDDER AND AWARD A PURCHASE AND INSTALLATION CONTRACT FOR FURNITURE IN THE AMOUNT OF \$93,312.
- B. AUTHORIZE STAFF TO EXECUTE FUTURE CHANGE ORDERS TO THE CONTRACT AS NECESSARY UP TO AN AMOUNT OF \$6,000.

RECOMMENDATION:

1. Adopt resolution (Attachment 1) declaring Inside Source Inc. to be the lowest responsible bidder on the project and award a purchase and installation contract (Exhibit A) in the amount of \$93,312.
2. Authorize Staff to execute future change orders to the contract as necessary up to an amount of \$6,000.

BACKGROUND:

Representatives from Parks and Public Works and the Police Department prepared a detailed scope of work to assess potential types of furniture for the Police Operations Building. Staff's assessment included new as well as recovered furniture, which is available from businesses that have downsized and have furniture that cannot be sold as new. This approach was determined to offer the best value while still providing quality products.

The assessment and selection process included interviews and visits to the suppliers' places of business, examination of products offered, a review of similar successful projects for public agencies, and checking references submitted.

PREPARED BY: TODD CAPURSO
Director of Parks and Public Works

Reviewed by: BSJ Assistant Town Manager/Deputy Director
Town Attorney/General Counsel _____ Clerk Administrator/Secretary
SC Finance _____ Community Development

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BUILDING PROJECT

DISCUSSION:

For projects under \$100,000 in costs, the Town's informal bid process does not require public advertising or the preparation of a set of complete plans and specifications for a project. This informal bid process allows staff to prepare a scope of work, solicit bids from three (3) contractors, and award the contract to the lowest bidder.

Bids for the Furniture Purchase and Installation Project were received by the Town Facilities Manager on February 25th, 2009. The following contractors submitted bids for this project:

- Inside Source \$ 93,312
- Moving Solutions \$107,667
- Studley and Associates \$165,617

It is recommended that Town Council adopt a Resolution declaring Inside Source, Inc. to be the lowest responsible bidder on the project and award a purchase and installation contract to this company in the amount of \$93,312. Staff has reviewed the bids received and determined that Inside Source, Inc. is the most responsible vendor and is responsive to the Town's informal bid process.

CONCLUSION:

Staff recommends that Town Council accept the staff recommendations noted above.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption will not be filed.

FISCAL IMPACT:

Sufficient funds are available to pay for this project.

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BUILDING PROJECT

POLICE FACILITY PROJECT						
<u>FY 2007/08 Fiscal Impact</u>	<u>Original Budget</u>	<u>Prior Years Expenditures</u>	<u>FY 2008/09 Budget</u>	<u>FY 2008/09 Exp/Enc To Date</u>	<u>Proposed Contract/ Planned Exp</u>	<u>Available Balance</u>
Project 411- 821-2401	\$ 5,118,548	\$ 2,521,791	\$ 2,971,757	\$ 2,279,539	\$ 66,933	\$ 625,285
Project 911-821-2401	2,720,000	1,280,886	1,439,114	1,256,566	32,379	\$ 150,169
TOTALS	\$ 7,838,548	\$ 3,802,677	\$ 4,410,871	\$ 3,536,105	\$ 99,312	\$ 775,454
Expenditure Detail						
Services Supplies & Equipment		\$ 1,627		\$ 28,031		
Site Acquisition & Preparation		3,201,718		900		
Design & Consulting Services		540,574		396,835		
Project Construction		58,758		3,110,339	93,312	
Facility Re-Use Costs						
Contingency					6,000	
TOTALS		\$ 3,802,677		\$ 3,536,105	\$ 99,312	

Attachments:

Resolution awarding a Furniture Purchase and Installation Contract (Exhibit A) to Inside Source, Inc.

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AWARDING A PURCHASE AND INSTALLATION CONTRACT TO
INSIDE SOURCE, INC. FOR PPW JOB NO. 07-22
LOS GATOS/MONTE SERENO POLICE OPERATIONS BUILDING PROJECT**

WHEREAS, bids were sought in conformance with State and Town law for PPW Job No.07-22 – Los Gatos/Monte Sereno Police Operations Building Project; and

WHEREAS, Inside Source, Inc. submitted a bid which the Town Council deems to be responsive to the Town's solicitation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Inside Source, Inc. is declared to be the lowest responsible bidder for PPW Job No. 07-22 -- Police Operations Building;

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute a Purchase and Installation contract (Exhibit A) for said project on behalf of the Town in the amount of \$93,312.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 6th day of April 2009, 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

CONTRACT

THIS AGREEMENT is between the **Town of Los Gatos** (hereinafter referred to as ("Owner")) and **Inside Source, Inc.** hereinafter referred to as ("Contractor"). Owner and Contractor, for the consideration hereinafter named, agrees as follows:

A. SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of **PPW Job No. 07-22 – Police Operations Building**; in accordance with the Contract Documents.

B. CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the actions 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 Owner, 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 Contract Documents, Owner shall pay (ninety three thousand three hundred eleven dollars and fifty cents) **\$93,311.50**, which shall supersede any other amount specified in the Contract Documents.

C. CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The Contract Documents are defined in Part I, Section 1-1.01(A) of these Specifications and are incorporated herein by reference the same as though set out in full.

D. BEGINNING OF WORK

Following the execution of this Contract and the approval of bonds and insurance policies and certificates, Owner shall issue a *Notice to Proceed* with the Work. Commencing work or the entrance of equipment or materials on the site of the Work by Contractor before receipt of the *Notice to Proceed* is at the sole risk and expense of Contractor and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting there from.

E. TIME OF COMPLETION

The Work called for herein shall be fully completed in **(10) working days** of Contractor's receipt of the Notice to Proceed.

F. CORRECTION OF WORK AFTER ACCEPTANCE AND FINAL PAYMENT BY TOWN

Contractor shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting there from which shall appear within a period of 2 years from the date of recording of the *Notice of Completion*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2009.

TOWN OF LOS GATOS, by:

CONTRACTOR, by:
Inside Source, Inc.

Greg Larson, Town Manager

(Signature)

RECOMMENDED BY:

(Print Name)

Todd Capurso
Director of Parks and Public Works

(Address)

APPROVED AS TO FORM:

Orry P. Korb, Town Attorney

(City, State, Zip)

ATTEST:

Jackie Rose, Clerk Administrator

(Contractor's License Number)