



CITY COUNCIL AGENDA REPORT

Meeting Date: 4/18/2019

From: Noreen Leek, Recreation Manager

Subject: Design-Build Contract for Replacement Childcare Modular

Community Goal/Result

Community Building

Purpose

Provide an afterschool program that can serve up to 90 participants offering a variety of recreational and extra-curricular activities with minimal impact to Brisbane Elementary School.

Recommendation

Award the design-build contract for a newly manufactured 48'x40' modular on the Brisbane Elementary School campus to Class Leasing LLC, in the amount of \$192,082.00 and authorize the City Manager to sign the agreement on behalf of the City.

Background

In March of 2018 the City Council reviewed the City's Capital Improvement Plan. Included was the replacement of the existing modular unit at the Brisbane Elementary School with a larger one to accommodate more students. The process was to be executed to two phases. Phase one placed a temporary secondary unit onsite to meet the program demand for the current school year.

Phase two of the replacement process involves the construction of a new modular to replace the existing one and rental unit. The replacement modular would have bathrooms and maximize use of the blacktop area as permitted by the Brisbane School District. With construction needing to occur over the summer in order to provide afterschool care throughout the school year, the goal is to have the permanent replacement completed by August of 2020. In October of 2018, the Council provided direction to staff to proceed with placing a second RFP out to bid for phase two.

The bid period closed on December 3rd and staff received only one formal bid. After conferring with the City Attorney, staff recommended that the Council reject all bids given that the proposal received from the lone bidder was non-responsive since it did not include the full scope of the project as outlined in the RFP. City staff determined that certain components of the project could be performed more economically by utilizing the services of other contractors and subdividing portions of the project. On February 7th, the City Council formally rejected the bid received and staff began the process of negotiating the scope of services with the vendor to draft a revised bid.

Discussion

Staff worked with Class Leasing to revise the scope of services and received the bid of \$192,082.00 for the new modular unit, delivery, and installation. All other components related to the project (i.e. demolition of the former unit, utility connections, site preparation work, permits, and solar) will either be managed by City staff or outsourced to other contractors at more economical costs.

Fiscal Impact


It is anticipated that the total cost of the project will be between \$300,000-\$350,000. Approximately \$100,000 will be funded by the Brisbane School District, with an additional \$100,000 coming from Measure K funds. The financial impact to the City of Brisbane would be between \$100,000-\$150,000. The funding was previously approved as part of the Capital Improvement Plan.

Measure of Success

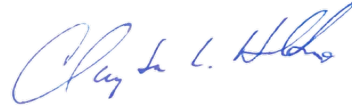
Operating a sustainable program to Brisbane families that serves as a complement to the academic environment at Brisbane Elementary School and offers families convenient and affordable childcare.

Attachments

1. Class Leasing LLC Revised Quote (Dated 3/14/2019)



Noreen Leek, Recreation Manager



Clay Holstine, City Manager



March 14, 2019
 QUOTATION # Q-5217

Louis Teague
 Northern CA Regional Manager

Louis@Classleasing.net

1320 W. Oleander Ave., Perris, CA 92571

(951) 943-1908

925) 261-1630

Proposal

District:	City of Brisbane, Parks & Recreation Department 50 Park Place, Brisbane, CA 94005	Site Location:	Brisbane Elementary School 500 San Bruno Avenue Brisbane, CA 94005
Attn:	Noreen Leek	Site Contact:	Noreen Leek
Email:	nleek@brisbaneca.org	Email:	nleek@brisbaneca.org
Phone:	415.508.2141	Phone:	415.508.2141

Description (Sale Pricing)

*Purchase Of Newly Manufactured DSA
 Approved Bldg. 48' x 40' w/wood foundation*

		<i>Quantity</i>		<i>Building(s) Subtotal</i>
A)	New 48' X 40' Classroom	1	\$ 156,509.00	\$156,509.00
B)	add second uni-sex restroom	1	\$ 9,951.00	\$9,951.00
D)	Delivery	1	\$ 9,800.00	\$9,800.00
E)	Installation	1	\$ 15,822.00	\$15,822.00

Inclusions:
 Wood foundation
 Standard finishes
 1/2 building standard carpet 1/2 VCT Tile
 1 Unisex restroom + additional 2nd unisex restroom
 extra GFI outlets for sink area
 6' case work w/sink
 Ducted supply and direct wall Return HVAC
 Floor plan per attached drawing
 Common deck ramp - transition to grade by others
 (ramp is fixed with a 48' landing and a fixed 11' ramp)

Building(s) Sale Total: \$192,082.00

Optional Items not included in price quote:

- 1) Retractable folding wall (accordion) - 40LF not included (by others)

- Disconnect existing rental unit. Trench from existing source and run new waste, water and power to new building. Connect waste, water and power to new unit set by others. Remove and dispose of existing 960 sq ft unit. compact trenches . No asphalt work.
- 2) not included
(by others)

Clarifications:

- A) Dismantle and return to Williams Scotsman 24x40 (not included)
- B) Site access ramps (not included)
Site will need to be accessible for delivery of units
- C) Site access ramps (not included)
Site will need to be accessible for delivery of units
- D) Site must be level - defined as the foot print of the building area's elevation must be level within 2' in any direction.
Site leveling and grading not included
- E) Data lines and installation not included
- F) Low voltage and fire alarm not included
- G) Temporary Fencing is not included
- H) City of Brisbane Solar (not included)
- I) Appliances (not included)

General Note

Payment Terms: Payment will be billed upon signed proposal and due 30 days after invoice. Any remaining lease balance will be credited upon receipt of payment. All pricing is based upon the Chawanakee USD Piggyback Bid, Project #11

All one-time items (Including delivery, crane, installation) are due and payable net 30 days after completion.

Pricing Notes: All pricing is based on non-union, non prevailing wage rates unless specified otherwise by District or piggyback contract stated otherwise, subject to product availability and Class Leasing standard terms and conditions. This proposal is good for (30) days and will be made part of final contract. Pricing includes requisite charges for ADA landings and ramps, and newly installed floor covering.

Color And Materials: All materials, unless otherwise stated on approved plans, are based on Class Leasing standard selections. Class Leasing will supply electronic color selections to choose from for the construction (if non-standard purchase). Selections will need to be made prior to procurement of materials and production or preparation of buildings. For projects utilizing existing buildings, color selections will not be given as the buildings are already completed, unless otherwise specified.

Substitutes And Alternates: Class Leasing reserves the right to substitute for Class Leasing standards.

Clarifications And Exclusions

- 1) Proposal assumes Customer will provide a clear, unobstructed and accessible site to allow for the delivery and installation of modular sections using standard modular industry vehicles and equipment.
- 2) Proposal does not include unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer preparedness, or site preparations, unless stated otherwise herein, of which the Customer will be

- responsible for any associated cost impacts.
- 3) Proposal does not include Engineering beyond Class Leasing DSA (Division of State Architect) Modular Engineering Packages for State Modular Certification; unless stated otherwise herein.
 - 4) Proposal does not include applicable site development work up to building line including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein.
 - 5) Proposal does not include services, manifolds, piping, lifts, meters, valves, connections, etc. to site water and waste; unless stated otherwise herein.
 - 6) Proposal does not include services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
 - 7) Proposal does not include any voice, data, security, notification, fire alarm or fire suppressions systems; unless stated otherwise herein.
 - 8) Proposal does not include, FFE, signage, HVAC testing and balancing, condensation drains, gutters, downspouts, etc.; unless stated otherwise herein.
 - 9) Project schedule shall be provided within (7) days of approved proposal.
 - 10) Proposal does not include DSA site project approvals
 - 11) Proposal does not include case work or blocking; unless stated otherwise herein.
 - 12) Proposal does not include Craning, Shuttling or special unloading of building (if required due to limited access); unless stated otherwise herein.
 - 13) Proposal does not include Performance and or payment bonds; unless stated otherwise herein.
 - 14) Building permit submittal, and final site & building approval
 - 15) Fire sprinklers, fire rating, or fire alarms
 - 16) Concrete foundation
 - 17) 2' building closure panels between buildings
 - 18) Special 4" separations (if required)
 - 19) Soil testing and reports
 - 20) Excavating and or backfilling; any applicable site development work up to building line including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein
 - 21) Soils removal/disposal
 - 22) Reverse and/or Side unload/load of floors
 - 23) City permits, escorts, pilot cars
 - 24) Access in/out of site for all equipment, trucking and workmen
 - 25) Level asphalt or dirt pad for building & ramp
 - 26) Transition of ramp toe to grade; ramps are fixed at 11'
 - 27) Soundboard interior walls, unless otherwise noted herein
 - 28) On site inspections
 - 29) Connection of site utilities, FA & low voltage systems
 - 30) Ramp and/or handrail extensions
 - 31) Security screens or security doors
 - 32) Provision of FFE (furnishings, fixtures and equipment) within the building, including mini blinds, security screens or security doors, unless otherwise noted herein
 - 33) Unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer preparedness, or site preparations unless stated otherwise herein, of which the Customer will be responsible for any associated cost impacts
 - 34) Handling of, mitigation, or remediation of any hazardous materials
 - 35) Engineering beyond standard DSA Packages for which the Customer will be responsible for any cost impacts
 - 36) HVAC testing and balancing, condensation drains, dry wells, gutters, downspouts, etc.; unless otherwise stated herein. Customer to provide and install roof drainage control including, but not limited to, splash blocks, canopies and awnings.
 - 37) Anything not specifically included is excluded

Acceptance And Acknowledgements:

This proposal is subject to Class Leasing, LLC, herein known as "Class Leasing" credit approval of Customer. Equipment is subject to availability. By signing below, customer accepts the terms of this proposal including prices, specifications and referenced documentation, and instructs Class Leasing to make appropriate arrangements for the preparation and delivery of the

Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Class Leasing Sales Agreement. Such sale, and the customer's agreement thereto, is subject to Class Leasing's standard terms and conditions that are incorporated by reference herein. Customer may request a copy of the terms and conditions from Class Leasing. If customer has previously executed a master agreement or the purchase is from one of Class Leasing's piggyback contracts, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Proposal or Agreement made by Customer shall be effective against Class Leasing, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Class Leasing. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Class Leasing Sale Agreement shall carry no force or effect except as an instrument of billing.

Class Leasing, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____