



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Acceptance of Improvements Under Granular Activated Carbon Filter Systems for Wells 4R, 22 and 23 Contract

MEETING DATE: January 17, 1996

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council accept the improvements under the "Granular Activated Carbon Filter Systems for Wells 4R, 22 and 23" contract and direct the City Engineer to file a Notice of Completion with the County Recorder's office.

BACKGROUND INFORMATION: The project was awarded to Conco West, Inc. of Manteca, on April 19, 1995, in the amount of \$947,820. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

The contract completion date was October 20, 1995 and the actual completion date was January 5, 1996. No liquidated damages were assessed on this project as all three filter systems were in place by the October 20 deadline and the filter systems at Wells 22 and 23 were being used by the City by the dates required in the specifications. Conco West was doing minor corrective work and punch list items after the contract completion date.

The final contract price was \$951,895. The difference between the contract amount and the final contract price is mainly due to additional pipe work done at Well 4R and the deletion from the contract of the installation of the activated carbon at Well 4R. The activated carbon at Well 4R will be installed in the spring when the demand on the water system increases. The City has purchased the carbon from the contractor and the supplier will be issued a purchase order to install the carbon. With Wells 16, 22 and 23 running this winter, there is plenty of water to meet the City's needs and, if the carbon at Well 4R had been installed under this contract, we would have had to unnecessarily run Well 4R to keep the carbon fresh and prevent bacteria from forming on the carbon.

FUNDING: As determined at contract award.

A handwritten signature in black ink, appearing to read "Jack L. Ronsko".

Jack L. Ronsko
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

JLR/WKF/lm

cc: Purchasing Officer
Water/Wastewater Superintendent

APPROVED: _____

H. Dixon Flynn -- City Manager



MEMORANDUM, City of Lodi, Public Works Department

To: City Manager
City Council

From: Public Works Director

Date: January 23, 1996

Subject: Acceptance of Improvements Under Granular Activated Carbon Filter Systems for Wells 4R, 22 and 23 Contract

As directed by the City Council, this document is in response to the concerns raised by Council Member Davenport at the last City Council Meeting. Council Member Davenport's concerns are shown below, italicized, with staff's explanation following.

1. *"Well 4R doesn't even have a pump on it as we speak. What's really out there at Well 4R, next to the Reid Substation, is an empty hole with no pump with a No. 3 tub over the top of it. Well 4R has never been tested."*

Well 4R is a fully developed and tested well and was used in 1994 and was available last summer to meet the peak water demands. The City rented a temporary pump, motor and electrical panel to use at Well 4R until November of last year, at which time they were removed. The permanent pump, motor and panel are scheduled to be installed this fall with the water tank installation project. We will, however, again be renting a temporary pump, motor and electrical panel to meet the 1996 summer water demands.

2. *"There is some piping that has not been performed in the way of some valves that have not been put in at none of the three sites. Part of the contract has not been done."*

All piping and valving under the contract has been installed by the contractor, Conco West Inc. In addition, as discussed in the Council Communication, additional piping has been installed per a contract change order to give the City more flexibility where we discharge the water from the filters.

There are additional valves we want installed on the filter systems at all three sites, but these were not included in the contract. These additional valves will allow the City to keep the carbon fresh, with water from the City system, in the event either the pump or motor at the site is being repaired. Should the pump and/or motor have to be pulled for maintenance, the City would be able to flush the carbon with water from the system. This work was not done under a change order due to the long delivery time which would have further delayed the acceptance of the project and the return of retention to the contractor. The City has arranged for their installation this spring and will issue a purchase order to Conco West Inc. for this work.

3. *"The carbon has not been put into the well at 4R. I am concerned about the Public Works Director coming to us and telling the Council that we need to immediately get these things done when in fact it's never been tested nor used."*

The granular activated carbon has not yet been installed and tested at Well 4R for two reasons, both of which would cost the City additional dollars:

1. Carbon installed in a filter has a limited life.
2. Once the carbon is installed, it must have water run through it on a regular schedule to keep it fresh.

If the contractor had installed and tested the carbon at Well 4R, the City would have spent additional money on the rental of a pump, motor and electrical panel. The average life of the carbon in the vessels is two to three years. By delaying the installation of the carbon until early summer, the City is saving approximately six months on the life of the carbon (\$18,000) and on the installation of a temporary pump, motor and electrical panel (\$5,000). A fax from Northwestern Carbon is attached indicating they will install the carbon in spring 1996 at a cost to the City of \$2,000. We withheld \$2,000 from the contract with Conco West to cover the carbon delivery and installation. We also withheld an additional \$500 because we also deleted the testing of the carbon from their contract. The attached Contract Payment form for the final payment shows the \$2,500 is being deleted from the contract price.

The final testing of the Well 4R filtration system will take place in early summer of 1996 when we again install a temporary pump, motor and electrical panel. Under the contract guarantee, Section 4.10 GUARANTEE (copy attached), the work is guaranteed for 365 days from acceptance. Since tests on the other two installations, Well 22 and Well 23, passed without any problems, it was felt it was in the best interest of the City to delay the installation of carbon, as explained in our Council Communication on the contract acceptance (copy attached) and thereby save the City over \$23,000.

4. *"The person that in fact got the contract would not have even got the contract--they were not the lowest bidder--but for the fact that they agreed to waive any penalties or any fees in order to get the job going rapidly. And, I think that should have been disclosed of us."*

Conco West was the low bidder on this contract without any agreement on their part to waive any penalties or fees. Per the attached Council Communication dated April 19, 1995, the City Council decided to award the contract for this project with an accelerated schedule so that Wells 22 and 23 could be put on line in time to meet the peak summer water

demands in 1995. When looking at just the base bid for the project, Pete Fuller Construction was the low bidder, but when either of the accelerated schedules is included in the contract, Conco West's bid is lower than that of Pete Fuller. This was clearly shown in the bid results in the Council Communication submitted to the City Council for the contract award made April 19, 1995. Conco West was awarded the bid without any penalties or fees being waived.

5. *"All I'm saying is that Mr. Ronsko, I believe, should disclose the true facts to us and not lead me in anyway for me to think that in fact all these tests and everything has been done when in fact some things have not."*

It was certainly not our intent to withhold any major facts related to the acceptance of any project. The majority of the City's construction projects are not constructed exactly as planned. That's why our Council Communication for all acceptances includes the phrase:

"The contract has been completed in substantial conformance with the plans and specification approved by the City Council."

However, if there is a major deviation, this would be shared with the Council with an explanation of the change orders or modifications. We attempted to do this on this project. The attached Council Communication on this project acceptance went into some detail why the activated carbon at Well 4R was not installed. We did assume the City Council would know this work would be tested at a later date. If testing was the real concern, this could have been confirmed by a phone call to Public Works staff or me.

If you or the City Council has any questions concerning this response, please do not hesitate to contact me.



Jack L. Ronsko
Public Works Director

JLR/lm

attachments

cc: Lodi News Sentinel
Stockton Record



**NORTHWESTERN
CARBON**

FAX TRANSMITTAL

ATTENTION: John Owen

COMPANY: Conco West

FAX#: 209-239-2384 DATE: 12-27-95 #PAGES 2

FROM: **TERRY THORNDYKE**

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Regarding the final 90,000 lbs. of GAC for The City of Lodi, Well No. 4R;

Additional negotiations with the American GAC manufacturer have resulted in renewed availability of the approved GAC to NWC at the original pricing with the condition that it be ordered for immediate shipment and the invoice be paid in Jan. 1996.

The order has been placed and we expect the shipment to arrive at the NWC facility in Red Bluff, CA early next month. There will be no need for any adjustments or considerations from the City of Lodi for this GAC.

In September, 1995 we were asked to receive and hold this GAC for a 1996 delivery and installation. We agreed to invoice Conco West for all but a \$2,000 delivery/installation charge with The City issuing a PO direct to NWC for delivery at their convenience in early '96. Our invoice to Conco West (003335J dated 9-7-95) reflects this arrangement and it should be in everyone's interest to continue on this program. For clarification, NWC is expecting payment for all but the final \$2,000 in January.

Please advise The City of Lodi of this development and let me know if they have any questions. They, of course, are welcome to visit our plant an inspect the shipment when it arrives.

And, we are looking for the final "punch list" of site detail requirements and are ready to complete this project ASAP.

Terry



CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT PAYMENT

PROJECT: GAC Filter Systems for Well 4R, 22 and 23

CONTRACTOR: Conco West
P.O. Box 1228
Manteca, CA 95336

PAYMENT NUMBER 5

| ITEM | CONTRACT QUANTITY | WORK TO DATE | UNITS | ITEM | ACCT | UNIT PRICE | AMOUNT |
|-------|-------------------|--------------|-------|---|-------------------------|--------------|--------------|
| 1 | 1 | 100% | LS | Mobilization | A - 34% B - 33% C - 33% | \$30,000.00 | \$30,000.00 |
| 2 | 1 | 100% | LS | Provide Design, Drawings and Calculations for GAC System at Well 4R | A | \$10,000.00 | \$10,000.00 |
| 3 | 1 | 100% | LS | Furnish GAC Filter System for Well 4R | A | \$218,000.00 | \$218,000.00 |
| 4 | 1 | 100% | LS | Furnish GAC Filter System for Well 22 | B | \$140,000.00 | \$140,000.00 |
| 5 | 1 | 100% | LS | Furnish GAC Filter System for Well 23 | C | \$140,000.00 | \$140,000.00 |
| 6 | 1 | 100% | LS | Furnish GAC Media for Well 4R | A | \$82,000.00 | \$82,000.00 |
| 7 | 1 | 100% | LS | Furnish GAC Media for Well 22 | B | \$56,000.00 | \$56,000.00 |
| 8 | 1 | 100% | LS | Furnish GAC Media for Well 23 | C | \$56,000.00 | \$56,000.00 |
| 9 | 1 | 96% | LS | Install GAC System at Well 4R and Site Work | A | \$63,500.00 | \$61,000.00 |
| 10 | 1 | 100% | LS | Install GAC System at Well 22 and Site Work | B | \$63,800.00 | \$63,800.00 |
| 11 | 1 | 100% | LS | Install GAC System at Well 23 and Site Work | C | \$48,420.00 | \$48,420.00 |
| 12 | 1 | 100% | LS | Worker Protection and Safety | A - 34% B - 33% C - 33% | \$100.00 | \$100.00 |
| 13 | 1 | 100% | LS | Accelerate Schedule | B - 50% C - 50% | \$40,000.00 | \$40,000.00 |
| CCO#1 | 1 | 1 | LS | Remove Concrete Pavement to Install GAC & Backwash line | B | \$825.00 | \$825.00 |
| CCO#2 | 1 | 1 | LS | Piping Work @ Well 4R as requested by Engineer | A | \$5,750 | \$5,750.00 |

% Work Completed

100%

ACCOUNT NUMBERS

A: 018.1-460.60
B: 018.1-460.22
C: 018.1-490.23
D: 018.1-450.07
E:

| | |
|-----------------------------|--------------|
| Total Work Done to Date: | \$951,895.00 |
| Less 10 Per Cent Retention: | \$95,189.50 |
| Total Due to Date: | \$856,705.50 |
| Less Previous Payments: | \$779,440.50 |
| Less Liquidated Damages: | |
| (#Days @ \$ /Day) | |

Made by: WMM

Checked by: WF

BALANCE DUE ON THIS ESTIMATE

\$77,265.00

Contract price \$947,820+ \$825 (CCO#1) + \$5,750 (CCO#2) = \$954,395.00

APPROVED FOR PAYMENT OF \$77,265.00

BY: *W. Freidman*
DATE: 1/18/98

4.10 GUARANTEE

The guarantee period shall be for 365 days. Except for work accepted as substantially complete, the guarantee period shall commence on the date of acceptance of the work. For work described as substantially complete, the guarantee period shall commence on the date of substantial completion. During the guarantee period, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency, where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged to the Contractor.

For the purpose of this paragraph, "acceptance of the work" shall mean the acceptance of the project or a portion of the project by the Owner, in accordance with paragraph 00710-7.07. "Acceptance of the work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that guarantee on the equipment possessed and used by the Owner in accordance with paragraph 00710-7.06 shall commence on the date that the Owner takes possession of the equipment and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use shall not be deemed as substantial completion or acceptance of any part of the work. Takeover of equipment shall be at the Owner's option and will not be made until the equipment can be put into routine service on a permanent basis.

PART 5--LIABILITY AND INSURANCE

5.01 LIABILITY OF CONTRACTOR

The Contractor shall be liable for any and all losses or damages from whatever cause which, prior to final acceptance, may occur on or to any part of the work. The Contractor shall not be liable for losses or damages caused solely by the act of the Owner.

The Contractor shall be liable for damages and injury which shall be caused to persons owning property, on or in the vicinity of the work, or which shall occur to a person, or persons, or property whatsoever, arising out of the Contractor's performance of



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Acceptance of Improvements Under Granular Activated Carbon Filter Systems for Wells 4R, 22 and 23 Contract

MEETING DATE: January 17, 1996

PREPARED BY: Public Works Director

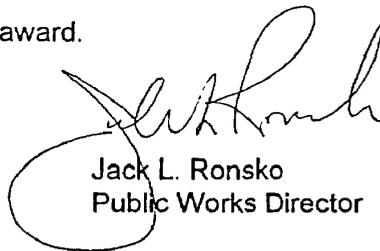
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FUNDING: As determined at contract award.



Jack L. Ronsko
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

JLR/WKF/lm

cc: Purchasing Officer
Water/Wastewater Superintendent

APPROVED: _____
H. Dixon Flynn -- City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Contract Award for Granular Activated Carbon Filter Systems for Wells 4R, 22 and 23 (\$947,820)

MEETING DATE: April 19, 1995

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution awarding the contract for the above project to Conco-West, Inc. of Manteca in the amount of \$947,820.00 (base bid plus Bid Alternate B).

BACKGROUND INFORMATION: This project consists of furnishing and installing granular activated carbon (GAC) filter systems at Wells 4R, 22 and 23, and other incidental and related work, all as shown on the plans and specifications for the project.

Two alternate bid proposals were included in this bid proposal. The base bid for this project required that the GAC filter system at Well 23 be ready for City operation by August 11, 1995, and the GAC filter system at Well 22 be ready for City operation by August 25, 1995. Bid Alternate A accelerated the installation of these two sites so that Well 23 would be ready by July 7, 1995, and Well 22 would be ready by July 21, 1995. The completion dates on Bid Alternate B for Wells 23 and 22 are June 16, 1995 and June 30, 1995, respectively. Because of the need to have both of these wells ready for the high demands of the summer months, and because of the small increase in price to complete the filter systems at Wells 22 and 23 eight weeks ahead of the base bid schedule, it is recommended that award of this contract include the accelerated schedule in Bid Alternate B.

Plans and specifications for this project were approved on March 15, 1995. The City received the following four bids for this project:

| <u>Bidder</u> | <u>Location</u> | <u>Base Bid</u> | <u>Base Bid + Bid Alt. A</u> | <u>Base Bid + Bid Alt. B</u> |
|------------------------|-----------------|-----------------|------------------------------|------------------------------|
| Engineer's Estimate | | \$ 1,141,500 | | |
| Conco-West, Inc. | Manteca | \$ 907,820 | \$ 924,820 | \$ 947,820 |
| Pete Fuller Const. | Vacaville | \$ 896,091 | \$ 931,091 | \$ 961,091 |
| Alan A. Bradford, Inc. | Fairfield | \$ 949,000 | \$ 976,000 | \$1,009,000 |
| Syblon-Reid Co. | Folsom | \$ 1,135,942 | \$1,180,942 | No bid |

FUNDING: Originally Budgeted: 1995
 Budgeted Fund: California Safe Drinking Water Bond Law Program
 Total Project Estimate: \$1,500,000
 Bid Opening Date: April 19, 1995


 Jack L. Ronsko
 Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

Attachment

cc: City Attorney
Purchasing Officer
Water/Wastewater Superintendent

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper