



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Wastewater Infrastructure Replacement Program (Project No. 4) to Pipenology, Inc., of Rocklin (\$845,260) and Appropriating Funds (\$990,000)

MEETING DATE: February 18, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Wastewater Infrastructure Replacement Program (Project No. 4) to Pipenology, Inc., of Rocklin, in the amount of \$845,260 and appropriating funds in accordance with the recommendation shown below.

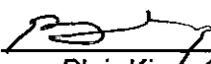
BACKGROUND INFORMATION: The Wastewater Improvement Program is intended to systematically replace and, where needed, upgrade existing wastewater infrastructure. The older wastewater pipelines are mostly constructed of terra-cotta or concrete pipe. The majority of these pipes are in need of rehabilitation and/or replacement. Project No. 4 is the fourth project scheduled in this program. This project has two areas, as shown on the attached map.

Once completed, the improvements will enhance the level of service associated with the wastewater system by increasing reliability, eliminating pipe joint leaks, and decreasing maintenance costs. As with Project Nos. 1 and 2, which were located in the same general area east of Stockton Street and north of Kettleman Lane, and Project No. 3, which was located in the greater Downtown area, staff is again recommending the use of trenchless methods of rehabilitation for Project No. 4 to minimize both surface disruption and costs.

This project, similar to Project No. 3, is for wastewater rehabilitation only. Wastewater rehabilitation is performed by specialty contractors, and the experience gained from past practice and industry experience suggest that more competitive bids will be received by the City. Replacement of water lines, upgrading water services, and installing water meters in this area will follow as a separate project.

Project No. 4 includes in-place (trenchless) rehabilitation of approximately 14,385 linear feet (2.7 miles) of 6-inch diameter wastewater main, the rehabilitation of approximately 58 manholes, and the reconnection of 452 wastewater laterals.

Plans and specifications for this project were approved on December 17, 2008. The City received the following four bids for this project on January 28, 2009.

APPROVED: 
Blair King, City Manager

Adopt Resolution Awarding Contract for Wastewater Infrastructure Replacement Program (Project No. 4)
to Pipenology, Inc., of Rocklin (\$845,260) and Appropriating Funds (\$990,000)
February 18, 2009
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Bidder	Location	Bid
Engineer's Estimate		\$ 884,620.00
Pipenology, Inc.	Rocklin	\$ 845,260.00
J.F. Pacific Liners, Inc.	Vacaville	\$ 862,120.00
Michel's Pipeline Construction	Salem, OR	\$ 866,399.50
Insituform Tech	Chesterfield, MO	\$ 1,524,440.00

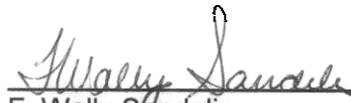
Staff is requesting an appropriation of \$990,000 from the Wastewater Fund to cover this contract; preparation of contract, plans and specifications; specialized testing; inspection services; and contingencies.

FISCAL IMPACT. Completing this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system.

FUNDING AVAILABLE: Requested Appropriation: Wastewater Fund (171679) \$990,000



Kirk Evans, Budget Manager



F. Wally Sandelin
Public Works Director

Prepared by Mark Lindseth. Associate Civil Engineer

FWS/ML/pmf

Attachment

cc: City Attorney
Purchasing Officer
Water Services Manager



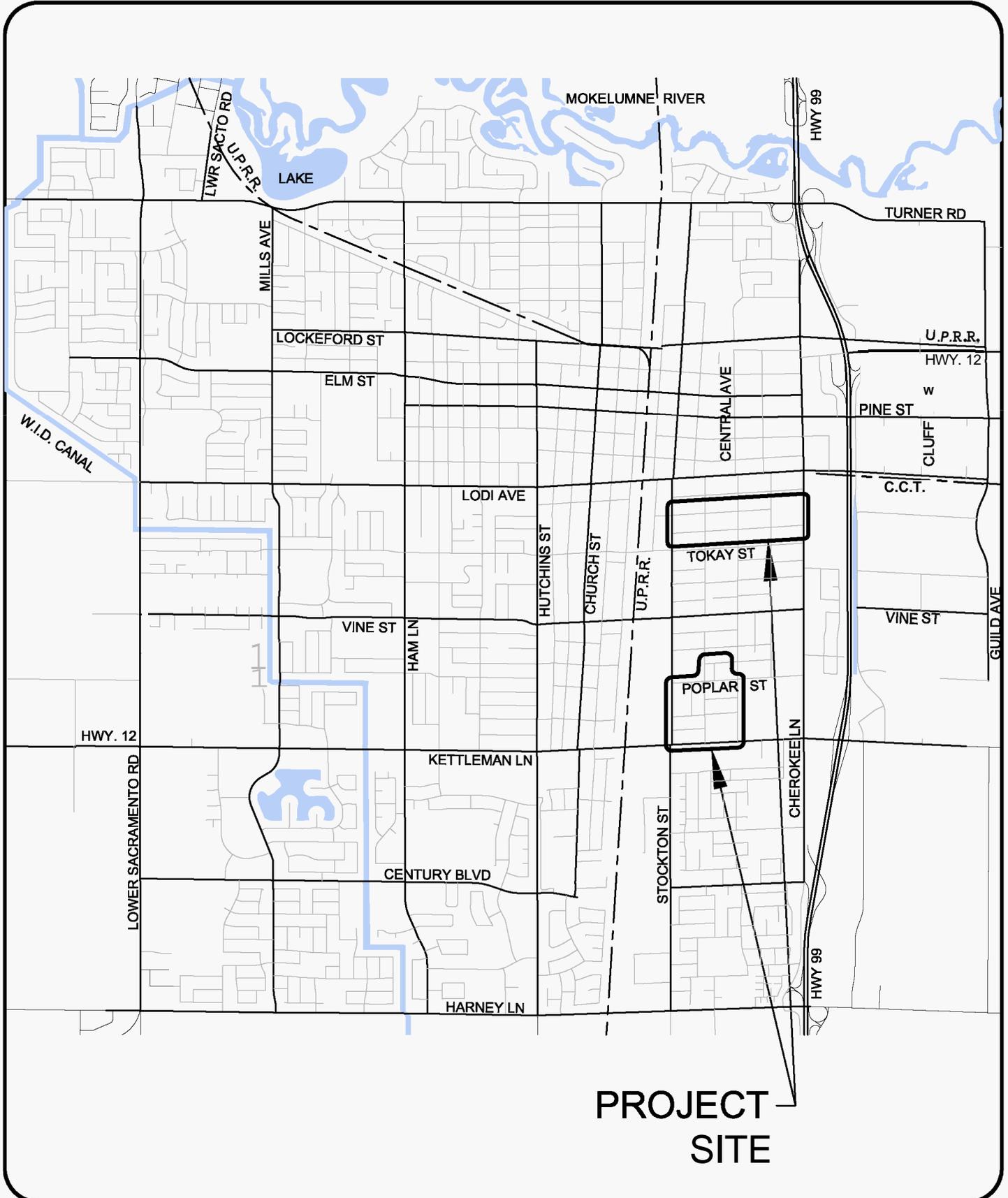
CITY OF LODI

PUBLIC WORKS DEPARTMENT

Wastewater Main Rehab Program

Project No. 4

Project Location



**PROJECT
SITE**

**WASTEWATER MAIN REPLACEMENT PROGRAM
PROJECT NO. 4**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and PIPENOLOGY, INC, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; 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.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid 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 its acceptance by the City, 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 Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete trenchless rehabilitation of approximately 14,385 linear feet of existing 6-inch diameter wastewater main located in residential areas; internally reinstating approximately 452 wastewater laterals and the rehabilitation or reconstruction of approximately 58 wastewater manholes and other incidental and related work, all as shown on the plans and specifications for "Wastewater Main Replacement Program, Project No. 4".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2.	Construction Photography	LS	1	\$ 4,500.00	\$ 4,500.00
3.	Public Notification	LS	1	\$ 3,500.00	\$ 3,500.00
4.	Clean and CCTV Existing 6-Inch Wastewater Pipeline	LF	14,385	\$ 1.00	\$ 14,385.00
5.	Rehabilitate Existing 6-Inch Wastewater Pipeline	LF	14,385	\$ 27.00	\$388,395.00
6.	Internal/External Lateral Reinstatement	EA	452	\$ 600.00	\$271,200.00
7.	Point Repair – Open Cut Method	EA	10	\$ 3,250.00	\$ 32,500.00
8.	Manhole Rehabilitation	EA	58	\$ 1,910.00	\$110,780.00
				TOTAL	\$845,260.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 110 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-17

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR WASTEWATER INFRASTRUCTURE
REPLACEMENT PROGRAM (PROJECT NO. 4) AND
FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 28, 2009, at 11:00 a.m. for the Wastewater Infrastructure Replacement Program (Project No. 4), described in the specifications therefore approved by the City Council on December 17, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Pipenology, Inc.	\$ 845,260.00
J.F. Pacific Liners, Inc.	\$ 862,120.00
Michel's Pipeline Construction	\$ 866,399.50
Insituform Tech	\$ 1,524,440.00

WHEREAS, staff recommends awarding the contract for the Wastewater Infrastructure Replacement Program (Project No. 4) to the low bidder, Pipenology, Inc., of Rocklin, California, in the amount of \$845,260 and that funds in the amount of \$990,000 be appropriated to cover the cost of the contract; preparation of contract, plans, and specifications; specialized testing; inspection services; and contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Wastewater Infrastructure Replacement Program (Project No. 4), to the low bidder, Pipenology, Inc., of Rocklin, California, in the amount of \$845,260; and

BE IT FURTHER RESOLVED that funds in the amount of \$990,000 be appropriated from the Wastewater Fund for this project.

Dated: February 18, 2009

I hereby certify that Resolution No. 2009-17 was passed and adopted by the Lodi City Council in a regular meeting held February 18, 2009, by the following votes:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, Mounce, and
Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk