



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Water Main Replacement Program, Project No. 3, to D.A. Wood Construction, Inc., of Empire (\$707,516) and Appropriating Funds (\$850,000)

**MEETING DATE:** January 20, 2010

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for the Water Main Replacement Program, Project No. 3, to D.A. Wood Construction, Inc., of Empire, in the amount of \$707,516 and appropriating funds in the amount of \$850,000.

**BACKGROUND INFORMATION:** This project consists of installing approximately 6,890 linear feet of 6-inch and 8-inch water main, 143 new water services, and other incidental and related work, all as shown on the plans and specifications for "Water Main Replacement Program, Project No. 3".

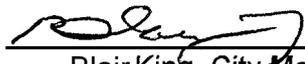
This project has been in design for the past year and is the next phase of the Water Main Replacement Program. The remaining water main replacements will be designed and constructed in concert with the Water Meter Program to be delivered by City staff and the City's consultant, RMC Water and Environment.

Water meter installations are included in Project No. 3. The cost of the service and water meter installation, per City Council policy, will be reimbursed by the property owners. The amount reimbursed by the property owners will include the cost of design, construction, and construction administration. Property owners will be billed upon City Council acceptance of the improvements and in accordance with the Meter Program Financing Plan to be presented to the City Council in March 2010. Property owners within the Project No. 3 area are not eligible for the self-installation option.

The total project cost is estimated to be \$850,000, which includes engineering, inspection, construction administration and contingencies. The property owners' service and water meter installation cost ranges from \$540 (four properties) to \$1,200 (139 properties). There are 143 properties within the Project No. 3 area, as shown on Exhibit A, and the total reimbursement will be \$168,960.

Plans and specifications for this project were approved on November 4, 2009. The City received the following 18 bids for this project on December 1, 2009. Construction is expected to begin in March 2010 and be completed by November 2010.

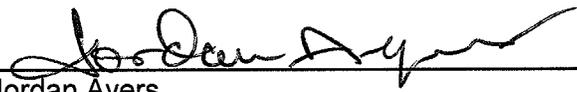
Bidder	Location	Bid
Engineer's Estimate		\$ 911,025.00
D.A. Wood Construction, Inc.	Empire	\$ 707,516.00

APPROVED:   
Blair King, City Manager

Bidder	Location	Bid
Teichert Construction	Stockton	\$ 808,220.00
Knife River Construction	Stockton	\$ 817,684.00
Clyde Wheeler Pipeline, Inc.	Oakdale	\$ 822,350.50
Preston Pipeline, Inc.	Milpitas	\$ 824,737.00
Mozingo Construction, Inc.	Oakdale	\$ 836,126.00
Campbell Construction, Inc.	Sparks, NV	\$ 856,681.00
Carl Crutchfield Construction	Stockton	\$ 1,025,478.00
Martin General Engineering, Inc.	Rancho Cordova	\$ 1,038,235.00
Arrow Construction	Sacramento	\$ 1,050,379.50
North Bay Construction, Inc.	Petaluma	\$ 1,051,088.00
Evans Brothers, Inc.	Livermore	\$ 1,061,303.00
Cal Sierra Construction, Inc.	Carmichael	\$ 1,063,260.00
G&L Brock Construction Company	Stockton	\$ 1,103,907.00
Argonaut Constructors	Santa Rosa	\$ 1,117,434.00
North Star Construction	Yuba City	\$ 1,124,670.00
Ford Construction Company, Inc.	Lodi	\$ 1,221,609.00
J&M, Inc.	Livermore	\$ 1,264,300.50

**FISCAL IMPACT:** There will be a decrease of maintenance and repair cost due to the new water mains in the area.

**FUNDING AVAILABLE:** Requested Appropriation: Water Fund Account (181): \$850,000


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Jordan Ayers  
Deputy City Manager/Internal Services Director


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F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney  
Purchasing Officer  
Water Services Manager  
Senior Civil Engineer Chang

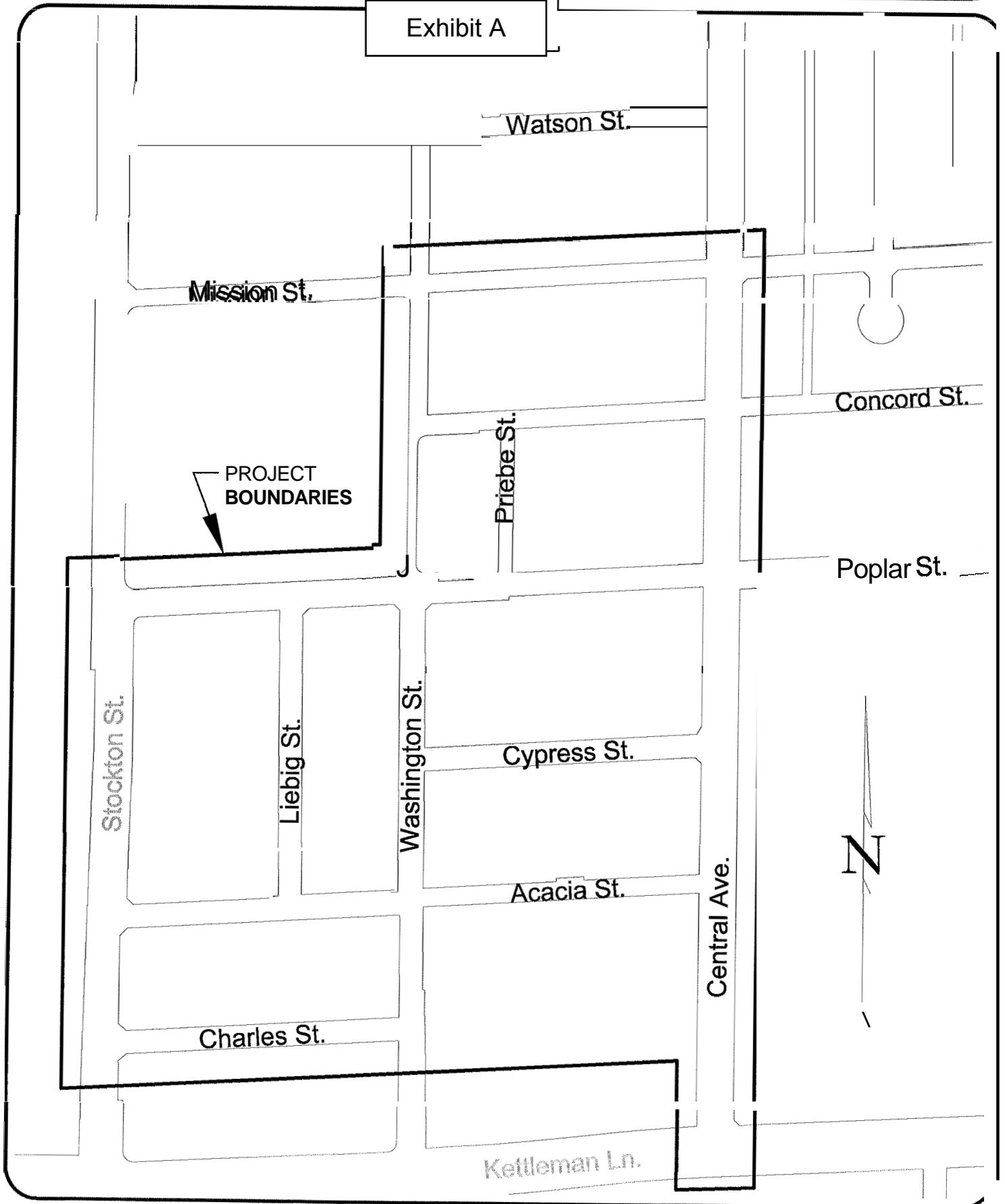


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EASTSIDE PROJECT NO. 3 WATER MAIN REPLACEMENT PROJECT BOUNDARY

Exhibit A



**WATER MAIN REPLACEMENT PROGRAM  
PROJECT NO. 3**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and D.A. WOOD CONSTRUCTION, 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

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 installing approximately 6,890 linear feet of 6-inch and 8-inch water main, 142 water services, and other incidental and related work, all as shown on the plans and specifications for "Water Main Replacement Program Project No. 3".

<u>ITEMS</u>					
ITEM NO	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 18,875.00	\$ 18,875.00
2.	Construction Notification	LS	1	\$ 3,300.00	\$ 3,300.00
3.	Excavation Safety	LS	1	\$ 3,675.00	\$ 3,675.00
4.	Storm Water Pollution Control Plan	LS	1	\$ 14,000.00	\$ 14,000.00
5.	Install 6-Inch Water Pipe	LF	1,773	\$ 35.00	\$ 62,055.00
6.	Install 6-Inch Ductile Iron Water Pipe	LF	275	\$ 70.00	\$ 19,250.00
7.	Install 8-Inch Water Pipe	LF	4,841	\$ 41.00	\$ 198,481.00
8.	Install 6-Inch Water Valve	EA	17	\$ 1,200.00	\$ 20,400.00
9.	Install 8-Inch Water Valve	EA	15	\$ 1,425.00	\$ 21,375.00
10.	Install 1-Inch Water Service (New Water Main)	EA	122	\$ 725.00	\$ 88,450.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Install I-Inch Water Service (Existing Water Main)	EA	17	\$ 750.00	\$ 12,750.00
12	Install 1-1/2-Inch Water Service (New Water Main)	EA	2	\$ 1,550.00	\$ 3,100.00
13.	Upgrade Existing Service with Meter Box	EA	4	\$ 170.00	\$ 680.00
14.	Traffic Rated Water Meter Box Surcharge	EA	4	\$ 1,000.00	\$ 4,000.00
15.	Install I-Inch Water Service Lateral (No Meter Box)	EA	6	\$ 540.00	\$ 3,240.00
16.	Install 1-1/2-Inch Water Service Lateral (No Meter Box)	EA	3	\$ 710.00	\$ 2,130.00
17.	Install City Furnished 3/4-Inch Water Meter w/ERT in Existing Meter Box	EA	57	\$ 50.00	\$ 2,850.00
18.	Connect Water Service to Building (Up to 50LF)	EA	151	\$ 475.00	\$ 71,725.00
19.	Connect Water Service to Building (>50LF)	EA	4	\$ 1,885.00	\$ 7,540.00
20.	Hot Tap Existing Water Main	EA	1	\$ 3,500.00	\$ 3,500.00
21.	Install Fire Hydrant Assembly	EA	8	\$ 2,075.00	\$ 16,600.00
22.	Reset Fire Hydrant Assembly	EA	2	\$ 1,020.00	\$ 2,040.00
23.	Furnish 3/4-Inch Water Meter and Electronic Radio Transponder	EA	200	\$ 300.00	\$ 60,000.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
24.	Replace Broken Customer Valve	EA	10	\$ 100.00	\$ 1,000.00
25.	Meter Alignment Adjustment and Meter Box and Lid (Existing Meter Box)	LS	1	\$ 5,000.00	\$ 5,000.00
26.	Abandon Water System	LS	1	\$ 61,500.00	\$ 61,500.00
TOTAL					\$ 707,516.00

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 70 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. 2010-03

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR WATER MAIN REPLACEMENT PROGRAM,  
PROJECT NO. 3, AND FURTHER APPROPRIATING FUNDS

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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 December 1, 2009, at 11:00 a.m. for the Water Main Replacement Program, Project No. 3, described in the plans and specifications therefore approved by the City Council on November 4, 2009; and

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

<b>Bidder</b>	<b>Bid</b>
D.A. Wood Construction, Inc.	\$ 707,516.00
Teichert Construction	\$ 808,220.00
Knife River Construction	\$ 817,684.00
Clyde Wheeler Pipeline, Inc.	\$ 822,350.50
Preston Pipeline, Inc.	\$ 824,737.00
Mozingo Construction, Inc.	\$ 836,126.00
Campbell Construction, Inc.	\$ 856,681.00
Carl Crutchfield Construction	\$1,025,478.00
Martin General Engineering, Inc.	\$1,038,235.00
Arrow Construction	\$1,050,379.50
North Bay Construction, Inc.	\$1,051,088.00
Evans Brothers, Inc.	\$1,061,303.00
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Argonaut Constructors	\$1,117,434.00
North Star Construction	\$1,124,670.00
Ford Construction Company, Inc.	\$1,221,609.00
J&M, Inc.	\$1,264,300.50

WHEREAS, staff recommends awarding the contract for the Water Main Replacement Program, Project No. 3, to the low bidder, D.A. Wood Construction, Inc., of Empire, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Water Main Replacement Program, Project No. 3, to the low bidder, D.A. Wood Construction, Inc., of Empire, California, in the amount of \$707,516; and

BE IT FURTHER RESOLVED that funds in the amount of \$850,000 be appropriated from the Water Fund.

Dated: January 20, 2010

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I hereby certify that Resolution No. 2010-03 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2010, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL

City Clerk