



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Removal of Approximately 500 Tons of Biosolids from the White Slough Water Pollution Control Facility with Synagro West, LLC, of Suisun City (\$304,450)

**MEETING DATE:** December 15, 2010

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for removal of approximately 500 tons of biosolids from the White Slough Water Pollution Control Facility with Synagro West, LLC, of Suisun City, in the amount of \$304,450.

**BACKGROUND INFORMATION:** The biosolids storage lagoons at WSWPCF are utilized for storing solids from the four anaerobic digesters. During the summer months, this material is applied to City-owned farmland, but in the winter, the solids are stored in two concrete-lined lagoons. In order to prevent biosolids from spilling over to the Facility's unlined storage ponds, it is necessary to dewater and dispose of the excess solids at an offsite landfill until the new solids handling facility is completed.

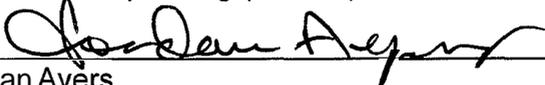
This is the last time the City will be contracting for removal services as the solids handling project is scheduled to be operational by winter of 2011. Thereafter, dewatering operations will be performed by City staff and only the disposal costs will be contracted. Seven contractors were requested to submit bids. The following two bids were received on December 2, 2010:

Bidder	Location	Bid
Engineer's Estimate		\$215,000
Synagro West, LLC	Suisun City, California	\$304,450
Wastewater Solids Management, Inc.	Yachats, Oregon	\$348,690

Though the low bid is higher than estimated, the difference between the two bids received is less than 15 percent. Staff recommends awarding the project to Synagro West in the amount of \$304,450.

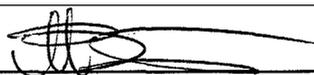
**FISCAL IMPACT:** The cost of the biosolids removal services is \$304,450.

**FUNDING AVAILABLE:** Wastewater Operating (170403)

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Del Kerlin, Wastewater Treatment Superintendent  
FWS/CS/dk  
cc: D. Stephen Schwabauer, City Attorney  
Charles E. Swimley, Jr., Deputy Public Works Director-Utilities  
Del Kerlin, Wastewater Treatment Superintendent

**APPROVED:**   
\_\_\_\_\_  
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SYNAGRO WEST, LLC, 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	

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 Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the removal, dewatering, hauling, and proper disposal of approximately 500 dry tons of Class B biosolids from the Facility's storage lagoons and other incidental and related work in accordance with these specifications.

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Removal, dewatering, hauling, and disposal of approximately 500 dry tons of Class B biosolids.			\$549.00/ton	\$ 274,500.00
2.	Mobilization/Demobilization Fee (Lump Sum)				\$ 29,950.00
<b>TOTAL BID</b>					<b>\$ 304,450.00</b>

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 access 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 as directed by the City during the 2010/2011 fiscal year.

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: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

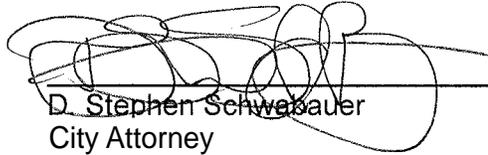
\_\_\_\_\_

Title

\_\_\_\_\_  
Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved as to form:

  
\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2010-213

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE CONTRACT FOR REMOVAL  
OF APPROXIMATELY 500 TONS OF BIOSOLIDS FROM THE  
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

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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 2, 2010, for the removal of approximately 500 tons of biosolids from the White Slough Water Pollution Control Facility; 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>
Synagro West, LLC	\$304,450
Wastewater Solids Management, Inc.	\$348,690

WHEREAS, staff recommends awarding the contract for the removal of approximately 500 tons of biosolids from the White Slough Water Pollution Control Facility to the low bidder, Synagro West, LLC, of Suisun City, California, in the amount of \$304,450.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the removal of approximately 500 tons of biosolids from the White Slough Water Pollution Control Facility to the low bidder, Synagro West, LLC, of Suisun City, California, in the amount of \$304,450.

Dated: December 15, 2010

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I hereby certify that Resolution No. 2010-213 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 15, 2010, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Katzakian

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk