



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Directional Boring, Excavation and Conduit Installation to Westech Industries, Inc., of Galt (\$500,000)

MEETING DATE: February 5, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution awarding contract for directional boring, excavation and conduit installation to Westech Industries, Inc., of Galt, in an amount not to exceed \$500,000.

BACKGROUND INFORMATION: Electric Utility (EU) maintains approximately 123 miles of overhead electric lines and 12 miles of underground cable to provide service to nearly 26,000 customers. As the underground system ages, unforeseen and predictive failures are addressed by replacing and upgrading the underground cables increasing EU's reliable delivery of electric service.

Past industry practices utilized a trench with direct buried cables without conduit, and in some cases, conduit was installed and consequently crushed, or damaged beyond repair.

EU endeavors to utilize the least intrusive and most economically sensible approach to installing conduit for replacement and upgrade of failed or failing underground cables. This approach requires the use of directional boring to minimize disturbances to the community, minimize replacement of sidewalk, gutter or road surfaces while expediting the conduit installation process.

The proposed directional boring, excavation and conduit installation agreement will replace the expiring agreement that has been in place since October 4, 2012.

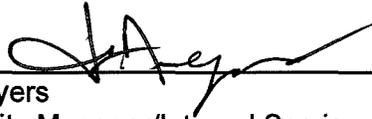
Plans and specification for this project were approved on December 18, 2013. The City received four bids for this project on January 8, 2014.

Staff reviewed all proposals and deems Westech Industries, Inc., of Galt, the lowest bid as indicated on Exhibit A, and compliant with the approved specifications.

FISCAL IMPACT: Not to exceed \$500,000.

FUNDING AVAILABLE: Included in FY2013/14 Budget Account No. 161075. Funding for Agreement extensions shall be approved on a year-to-year basis.

APPROVED: 
Konradt Bartlam, City Manager



Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent

EAK/CJB/lst

ITEM NO.	DESCRIPTION	UNIT	Bidder			
			Cal Electro, Inco Price	Daleo, Inc Price	Diede Const, Inc. Price	Westech Ind. Price
1	Mainline Trench (Non-Joint Use)	LF	190.00	40.00	21.23	38.63
2	Secondary Trench (Non-Joint Trench)	LF	115.00	31.00	21.23	55.32
3	Compact/Backfill Mainline Trench	LF	75.00	25.25	23.40	10.20
4	Compact/Backfill Secondary Trench	LF	55.00	20.00	23.40	10.20
5	Remove/Replace Concrete	SF	39.00	28.75	50.25	30.60
6	Remove/Replace Asphalt	SF	28.00	32.00	43.33	25.50
7	Remove/Replace landscaping (Sod)	SF	13.00	5.75	19.71	5.10
8	Trench Plate Install/Remove (Including Prep)	EA	150.00	100.00	507.00	10.20
9	Assemble and install 6" Conduit	LF	15.00	6.85	9.43	2.04
10	Assemble and install 4" Conduit	LF	11.00	4.37	8.25	2.04
11	Assemble and install 3" Conduit	LF	8.00	3.67	8.02	1.02
12	Assemble and install 2" Conduit	LF	7.00	2.80	7.93	1.02
13	Assemble and install 1" Conduit	LF	6.00	1.50	7.45	0.51
14	Assemble and install 3/4" Conduit	LF	4.00	1.50	7.32	0.51
15	Install Each Additional Conduit	LF	4.00	5.85	6.93	1.02
16	Bore and Install 6" Conduit	LF	68.00	53.00	41.96	59.02
17	Bore and Install 4" Conduit	LF	58.00	34.00	41.78	50.28
18	Bore and Install 3" Conduit	LF	47.00	33.50	41.69	43.80
19	Bore and Install 2" Conduit	LF	40.00	23.85	41.63	36.43
20	Bore and Install 1" Conduit	LF	30.00	23.25	41.42	36.07
21	Bore and Install 3/4" Conduit	LF	28.00	23.25	41.28	35.99
22	Send/Recive Pit (Per Job)	EA	1,500.00	250.00	2,034.50	204.00
23	Install Each Additional Conduit	LF	10.00	5.00	208.00	10.20
24	Mobilization/Demobilization	EA	425.00	650.00	991.90	255.00
25	Disposal of Excess Material	CY	60.00	60.00	179.40	5.10
26	Construction Notification (Per Project)	EA	1,200.00	250.00	429.00	102.10
27	EU Field Directed Work		50,000.00	50,000.00	50,000.00	50,000.00
Sub-Total Bid			\$54,126.00	\$51,715.14	\$54,857.44	\$51,031.90
Unit Price Bid (Less Item 27)			\$4,126.00	\$1,715.14	\$4,857.44	\$1,031.90
Avg. Unit Bid			\$158.69	\$65.97	\$186.82	\$39.69

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and WESTECH INDUSTRIES, 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 Latest Edition of
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 for directional boring, installing conduit, and other incidental and related work for multiple projects with a contract price of not to exceed \$500,000, all as shown on the plans and specifications for the above project.

UNIT PRICE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
Trench			
1	Mainline Trench (Non-Joint Use)	LF	38.63
2	Secondary Trench (Non-Joint Trench)	LF	55.32
3	Compact/Backfill Mainline Trench	LF	10.20
4	Compact/Backfill Secondary Trench	LF	10.20
5	Remove/Replace Concrete	SF	30.60
6	Remove/Replace Asphalt	SF	25.50
7	Remove/Replace landscaping (Sod)	SF	5.10
8	Trench Plate Install/Remove (Including Prep)	EA	10.20

Conduit			
9	Assemble and install 6" Conduit	LF	2.04
10	Assemble and install 4" Conduit	LF	2.04
11	Assemble and install 3" Conduit	LF	1.02
12	Assemble and install 2" Conduit	LF	1.02
13	Assemble and install 1" Conduit	LF	0.51
14	Assemble and install 3/4" Conduit	LF	0.51
15	Install Each Additional Conduit	LF	1.02
Bore			
16	Bore and Install 6" Conduit	LF	59.02
17	Bore and Install 4" Conduit	LF	50.28
18	Bore and Install 3" Conduit	LF	43.80
19	Bore and Install 2" Conduit	LF	36.43
20	Bore and Install 1" Conduit	LF	36.07
21	Bore and Install 3/4" Conduit	LF	35.99
22	Send/Receive Pit (Per Job)	EA	204.00
23	Install Each Additional Conduit	LF	10.20
24	Hourly Rate for Bore Crew	HR	255.00
Misc.			
25	Disposal of Excess Material	CY	5.10
26	Construction Notification (Per Project)	EA	102.10
27	EU Field Directed Work (Extra Work)		\$50,000.00

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 30 calendar days and to diligently prosecute to completion within 45 WORKING DAYS for each project submitted within the one-year term of this contract.

ARTICLE IX - This agreement may be extended for three (3) additional one-year terms at the City's option on the same terms and conditions as set forth herein. City shall exercise its option in writing 30 days before the expiration of this agreement.

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 6.5 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: _____

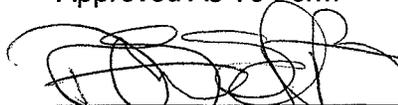
Title

Attest:

Randi Johl-Olson
City Clerk

(CORPORATE SEAL)

Approved As To Form



D. Stephen Schwabauer, City Attorney
Janice D. Magdich, Deputy City Attorney

RESOLUTION NO. 2014-18

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT FOR DIRECTIONAL BORING, EXCAVATION, AND
CONDUIT INSTALLATION

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WHEREAS, in answer to notice duly published in accordance with law and the orders of this City Council, sealed bids were received and publicly opened on January 8, 2014, at 11:00 a.m. for directional boring, excavation, and conduit installation, described in the specifications thereof, approved by the City Council on December 18, 2013; and

WHEREAS, said bids have been compared and tabulated and a report thereof filed with the City Manager as shown on Exhibit A; and

WHEREAS, staff recommends awarding the contract for directional boring, excavation, and conduit installation to the lowest, compliant bidder, Westech Industries, Incorporated, of Galt, California, in an amount not to exceed \$500,000.

NOW, THEREFORE, BE IT RESOLVED the Lodi City Council does hereby award the contract for directional boring, excavation and conduit installation to the low bidder, Westech Industries, Incorporated, of Galt, California, in an amount not to exceed \$500,000; and

BE IT FURTHER RESOLVED the City Manager is hereby authorized to execute the contract.

Dated: February 5, 2014

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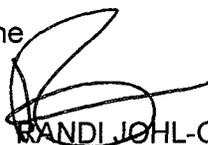
I hereby certify that Resolution No. 2014-18 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk

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