



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing Interim City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and Appropriating Funds (\$4,514,643):

- A. Awarding Phase 4 Water Meter Installation Contract to Teichert Construction, of Davis (\$3,645,238)
- B. Task Order No. 6 with RMC Water and Environment, of Walnut Creek, for Engineering Services During Construction (\$46,445)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$527,960)

MEETING DATE: March 19, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing Interim City Manager to execute agreements with the following entities for the Water Meter Program Phase 4 Project and appropriating funds in the amount of \$4,514,643:

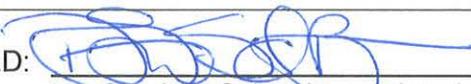
- A. Awarding water meter installation contract to Teichert Construction, of Davis, in the amount of \$3,645,238
- B. Task Order No. 6 with RMC Water and Environment, of Walnut Creek, for engineering services during construction, in the amount of \$46,445
- C. Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$527,960

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on a flat rate versus on usage.

A. Phase 4 Construction Contract

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The project area for Phase 4 is presented in Attachment A and includes the installation of 1,338 meters and the replacement of 22,130 feet (4.2 miles) of water main.

Plans and specifications for this project were approved on December 18, 2013. The City received six bids for the project on February 6, 2014 that are summarized below:

APPROVED: 
Stephen Schwabauer, Interim City Manager

Adopt Resolution Authorizing Interim City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and Appropriating Funds (\$4,514,643):

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March 19, 2014

Page 2

Bidder	Location	Bid
Engineer's Estimate		\$5,130,630.00
Teichert Construction	Davis	\$3,645,238.00
Knife River Construction	Stockton	\$3,686,067.00
MCI Engineering	Stockton	\$5,122,822.50
Vulcan Construction & Maintenance, Inc.	Fresno	\$5,316,504.00
Sanco Pipelines, Inc.	Los Gatos	\$6,367,345.00
Spieß Construction Company, Inc.	Santa Maria	\$7,072,175.00

Knife River Construction (KRC) submitted a bid protest on February 7, 2014. The protest letter, provided as Attachment B, claims the low bidder, Teichert Construction, did not list a striping subcontractor and therefore, the bid must be rejected as non-responsive. The basis of KRC's claim is that the striping price exceeded the threshold of one-half of one percent (.5%), approximately \$18,000, that requires listing of the subcontractor. Teichert Construction submitted a response letter on March 11, 2014, provided as Attachment C, claiming their striping price is less than \$18,000 and does not require a subcontractor listing

The City Attorney's office has reviewed all of the documentation and has concluded that the Teichert Construction bid is compliant with the Public Contract Code Section 5101 and staff concurs with the City Attorney's conclusion.

B. Engineering Services During Construction

Staff recommends RMC Water and Environment (RMC), of Walnut Creek, perform engineering services during construction. As the design engineer for this project, RMC is ideally suited to perform these duties for the Phase 4 Project and the Non-Residential Meter Project. The two projects will be in construction over the same 2014 time period. This is Task Order No. 6 (Attachment D) to the Master Professional Services Agreement and is a time-and-materials contract with a not-to-exceed maximum of \$46,445.

C. Construction Testing and Inspection Services

Staff recommends Neil O. Anderson, of Lodi, perform construction testing and inspection services for the Phase 4 Project and the Non-Residential Meter Project. The two projects will be in construction over the same 2014 time period. Neil O. Anderson will provide three inspectors who will work under the direction and supervision of the City Construction Project Manager to provide quality control inspection and documentation of the daily work activities to insure compliance with contract requirements. The number of inspectors may need to be adjusted, dependent on the contractor's work schedule. The total contract amount is \$527,960 and the agreement is provided as Attachment E.

Appropriation

The total project appropriation is \$4,514,643 and includes the contracts described above, Public Works Engineering staff costs and contingency, as summarized below.

Adopt Resolution Authorizing Interim City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and Appropriating Funds (\$4,514,643):

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March 19, 2014

Page 3

Budget Item	Amount
Construction Contract	\$3,645,238
Neil O. Anderson and Associates	\$527,960
RMC Construction Management	\$46,445
Public Works Engineering	\$45,000
Total	\$4,264,643
Project Contingency	\$250,000
Project Total Budget	\$4,514,643

FISCAL IMPACT:

Water main leak and service repairs will be reduced. Costs for reading of the meters will reduce as they will be automatically read by the fixed network.

FUNDING AVAILABLE:

Requested Appropriation:
Water Capital Fund (181): \$4,514,643



Jordan Ayers
Deputy City Manager/Internal Services Director

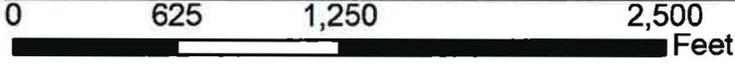
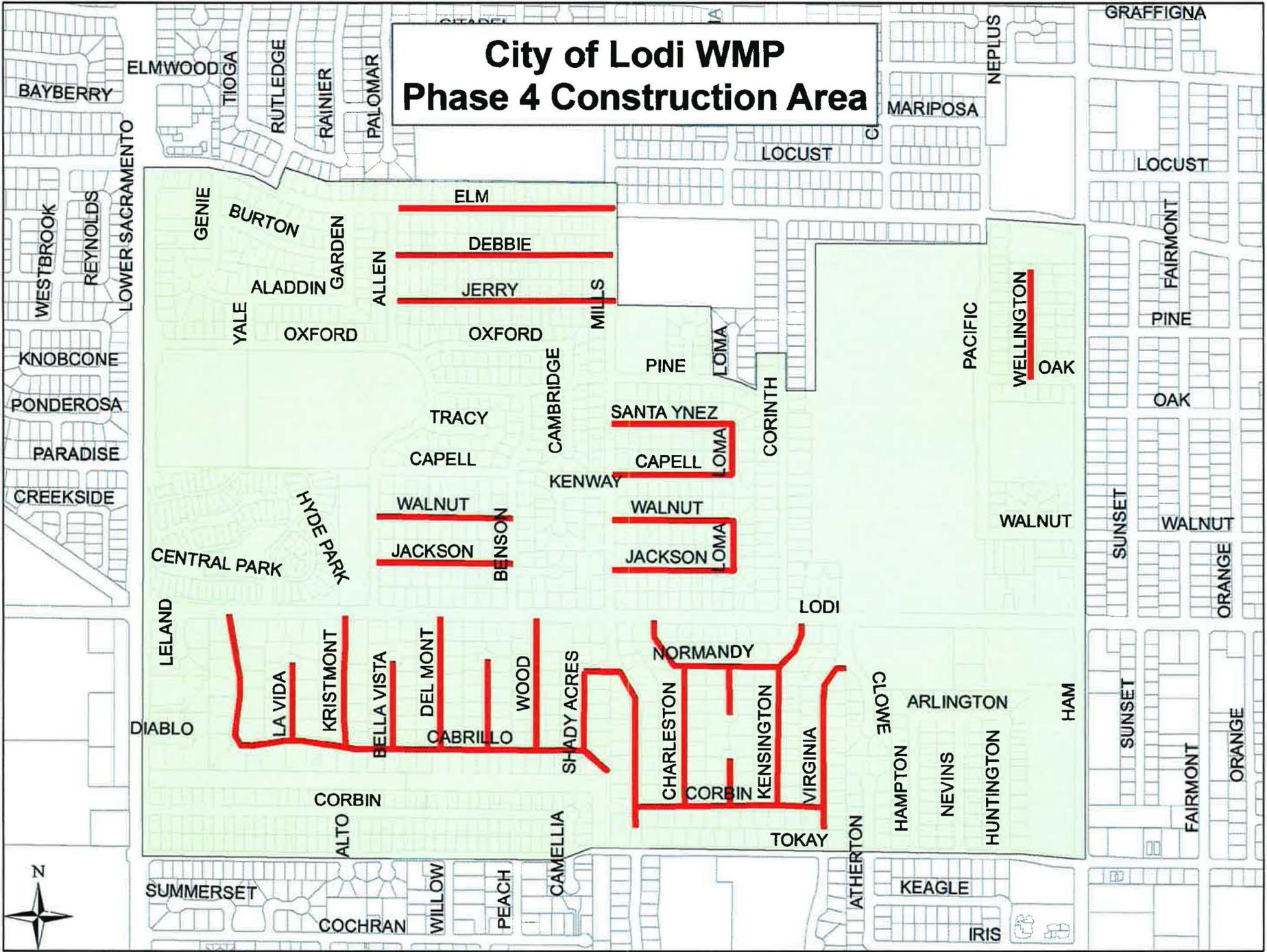


F. Wally Sandelin
Public Works Director

FWS/GW/pmf
Attachments

- cc: Larry Parlin, Deputy Public Works Director
Gary Wiman, Construction Project Manager
Tony Valdivia, RMC Water and Environment
Neil O. Anderson and Associates
Teichert Construction
Knife River Construction

City of Lodi WMP Phase 4 Construction Area



— Phase 4 Replacement Mains Phase 4 Construction Area



www.kniferiver.com

Northern California Division – Stockton
655 West Clay Street
Stockton, CA 95206-1722
Ph: (209) 948-0302
Fax: (209) 948-6652

Cont. Lic. 334653

February 7th, 2014

Gary Wiman
City of Lodi Public Works
221 W. Pine Street
Lodi, CA 95240

Re: **Water Meter Program Phase 4
Bid Protest of A. Teichert & Son, Inc. dba Teichert Construction Bid**

Dear Mr. Wiman:

DSS Company dba Knife River Construction ("KRC"), the second lowest monetary bidder for the above referenced project, hereby protests the bid of the lowest monetary bidder, A. Teichert & Son, Inc. dba Teichert Construction ("Teichert"). As explained below, Teichert failed to comply with mandatory requirements for listing of subcontractors as outlined in the contract documents and California Public Contract Code. Therefore, Teichert's bid must be rejected as non-responsive, and Knife River is the lowest responsive and responsible bidder eligible for award.

- Section 3-3 of the bid documents states: *"The undersigned agrees that any portion of work in excess of one-half of one percent (0.5%) of the total amount of this bid or \$10,000, whichever is greater, and for which no subcontractor is designated herein, will be performed by the undersigned."*
 - One-half of one percent (0.5%) of Teichert's bid is approximately \$18,225. Knife River received bids for the striping work in excess of \$50,000. Furthermore, 4 out of the 6 bidding contractors listed a striping subcontractor. Therefore, Teichert is not allowed to subcontract any portion of this work. Any such subcontracting would be contrary to the bid documents and in violation of Public Contract Code.
- Public Contract Code Section 4106 States:

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

Teichert's bid is non-responsive and must be rejected. Accordingly, the contract should be awarded to Knife River construction as the lowest responsive and responsible bidder.

I can be reached at 209.948.0302 if you have any questions or need any additional information.

Sincerely,

Randy Holtberg
Estimating Manager
Knife River Construction

Cc: Wally Sandelin – City of Lodi
Randi Johl – City Clerk

March 11, 2014

VIA E-MAIL AND U.S. MAIL

Janice D. Magdich, Esq.
City Attorney's Office
P.O. Box 3006
Lodi, CA 95241-1910

Re: Bid Protest by Knife River Construction
City of Lodi Water Meter Program Phase 4

Dear Ms. Magdich:

My office represents A. Teichert & Son, Inc. dba Teichert Construction ("Teichert"). I am responding to your letter of February 28, 2014, relating to the bid protest of Knife River Construction ("KRC") on the Water Meter Program Phase 4 Project ("Project").

The basis for KRC's bid protest is the allegation that Teichert should have listed a striping subcontractor in its bid. However, a subcontractor is only required to be listed if the value of its work exceeds one-half of 1% of the total bid of the prime contractor. (Public Contracts Code section 4104(a)(1)). On this Project, Teichert's bid is \$3,645,238, and 0.5% of that amount is \$18,226. Therefore, by its express terms, the Public Contract Code allows Teichert to subcontract work that amounts to less than \$18,226, and not be required to list the subcontractor on its bid proposal.

Teichert, as part of preparing its bid, completed a takeoff of the striping work and created an estimate for the Project using: (1) unit prices from City of Lodi Water Meter Phase 2 Project quoted to Teichert by Centerline Striping (Attachment A); and (2) Teichert's database of striping unit prices. The estimate was approximately \$12,000 (Attachment B). Chrisp Company ("Chrisp") did send Teichert a lump sum striping quote in the amount of \$56,914.00 (Attachment C). The quote did not contain quantities or unit prices. Because of Teichert's knowledge of the Project size and its estimate based past work, Teichert determined that the Chrisp quote did not accurately reflect the cost of striping on the Project. As a result, Teichert did not use the Chrisp quote in putting together its bid for the Project. Rather, Teichert prepared its bid for the Project using its striping estimate of \$12,000 (Attachment D – Activity Code 69821). Because the value of the striping work was significantly less than one-half of 1% of the overall bid, Teichert was not required to list a striping subcontractor. Moreover, even if the cost of the striping work

exceeded one-half of 1% of its bid, Teichert could simply self-perform under its Class A license. (Public Contracts Code section 4106).

The City's bid package did not contain a specific line item for the striping work. As a result, Teichert spread the cost of paving, striping and associated work to the specific pipe items that required asphalt to be replaced, specifically bid items 6-11, 25 & 26 (Attachment E).

After Teichert received notice from the City of Lodi that KRC had protested its bid, Teichert spoke with Chrisp's estimator, Stacy Stommel, to see if Chrisp could justify its lump sum quote of \$56,914.00 (Attachment C). The reason Teichert spoke with Chrisp was to demonstrate that the striping estimate of \$12,000 that Teichert used in its bid accurately reflected the cost of the striping work. Chrisp's estimator said he would talk with his superintendent and go over the estimate and get back to Teichert. On February 14, 2014, Teichert received an email from Stacy Stommel (Attachment F) stating that Chrisp had made an error in producing its sub quote and sent a revised quote for \$11,098.00 (Attachment G). The quote is consistent with Teichert's estimate of the value of the striping and far less than the \$18,226 (0.5%) sub listing limit.

As demonstrated above, KRC's protest is fundamentally flawed and is based upon incomplete and inaccurate information. There is no basis under the Public Contract Code to deem Teichert's bid as non-responsive. Teichert is the lowest responsible monetary bidder and should be awarded the contract for the Project.

Thank you for your attention to this matter.

Very truly yours,

DOWNEY BRAND LLP



Scott D. McElhern

SDM:mpd

1362882.1

Attachment A

Attachment B

Teichert Striping Takeoff

Agency: City of Lodi

Project: Lodi Water Meter Ph 4

Sheet	Detail 2 - 4" Yellow Skip Centerline with reflectors (LF)	Detail 39 - Bike Lane 6" White Edge Line (LF)	Detail 39A - Bike Lane 4" White Skip Edge Line (LF)	4" Yellow Solid Line (LF)	12" Yellow Solid Line (LF)	"SLOW SCHOOL XING" (EA)	"BIKE LANE" and Symbols (EA)	"STOP" and bar (EA)
C21	156.00			195.00				
PP01-02		1,055.00	73.00		12.00		4.00	1.00
PP04		12.00						
PP06		12.00						1.00
PP08					24.00	1.00		
PP10								1.00
PP12								1.00
PP15								1.00
PP26-27		745.00	64.00				3.00	1.00
PP28								1.00
PP36-37	599.00			74.00				
PP38								1.00
Total Qty	755.00	1,824.00	137.00	269.00	36.00	1.00	7.00	8.00
Unit Cost	\$ 0.25	\$ 1.50	\$ 1.00	\$ 1.50	\$ 5.00	\$ 400.00	\$ 350.00	\$ 250.00
Total Cost	\$ 188.75	\$ 2,736.00	\$ 137.00	\$ 403.50	\$ 180.00	\$ 400.00	\$ 2,450.00	\$ 2,000.00

Total Est. Cost: \$ 8,495.25

Contingency (20%): \$ 1,699.05

Total with Contingency: \$ 10,194.30

Add. Mobs @ \$1,000/ea: \$ 2,000.00

Total in Estimate: \$ 12,194.30

Attachment C

02/05/2014 09:59 Chrisp Co.

Received

Lincoln

Feb 5 2014 11:02am
(FAX) 209 948 2179

P.001/002

Chrisp Company

Jason Theriault

Stockton Office
1001 Stokes Ave
Stockton Ca 95215
Phone: (209) 948-2175 Fax: (209) 948-2179

FAXED
2-5-14

Contractors License No. 974800
A General Engineering
C-13 Fence, Wire, wood
C-32 Highway Improvement

Union Contractor / No minority Status

Quotation

TO: For the Intended Use of the General Contractor

Current Date: 2/4/2014
Bid Date: 2/6/2014
Job Name: WATER METER PROGRAM PH 4
Location: LODI Bid#: 21959 0
Contract#: Job#:
Working Days:

Liquidated Damages

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
50	Replace Thermoplastic Striping, Markings & Pavement Markers in trench patch areas	1	SUM	56914.000	\$56,914.00
TOTAL					\$56,914.00

Includes Referencing of Striping & Markings

Written Authorization is Required Prior to Proceeding With Work

ACCEPTED BY: P.O. Number
TITLE: Job Number

Bond Rate Addendum 1,2
1.5%

This quote includes all stipulations found on page 2

QUOTE PREPARED BY Stacy Stommel
(209) 456-0539
ststommel@chrispco.com
CHRISP COMPANY

Attachment D

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Mat/Ex	Sub-Ment	Contract	Total
-------------------	------	--------------	------	-----------	------------	---------------	--------------	----------	----------	-------

Holding Acc 600000 Land Item SCHEDULE 1 100
 Description = Paving for Mainlines Unit = LF Takeoff Quan: 23,174.000 Engr Quan: 23,174.000

41020 Buy Dense Grade Asphalt Quan: [REDACTED] TN Hrs/Shift: 8.00 Cal 508 WCCAWCC

4" 1AC1/2 TEICHERT - 1/2" As 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 2AC1/2 1/2" Asphalt Conc@1 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [] [REDACTED] [REDACTED]

41040 Buy Other Asphalt (Cutback) Quan: [REDACTED] TN Hrs/Shift: 8.00 Cal 508 WCCAWCC

[REDACTED]
 [REDACTED]

1ACCUT TEICHERT - 3/8" Co 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 2ACCUT 3/8" Cold Mix@108 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [] [REDACTED] [REDACTED]

41060 Buy Tack Oil Quan: [REDACTED] SA Hrs/Shift: 8.00 Cal 508 WCCAWCC

2MITACK Tack Coat@108% 1.00 [REDACTED] SAL [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [] [REDACTED] [REDACTED]

42020 Haul AC Bottoms Quan: [REDACTED] TN Hrs/Shift: 8.00 Cal 508 WCCAWCC

5DBACTN [REDACTED] Dbl Botto 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [] [REDACTED] [REDACTED]

42080 Haul AC Other (Cutback) Quan: [REDACTED] TN Hrs/Shift: 8.00 Cal 508 WCCAWCC

5TRACTN [REDACTED] Transfer 1.00 [REDACTED] TN [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [] [REDACTED] [REDACTED]

44020 Place AC w/Bottom Dumps - Mainline Quan: [REDACTED] TN Hrs/Shift: [REDACTED] Cal 509 WCCAWCC

A2D DB - Paving HMA 54.00 CH Prod: 119.9444 UH Lab Pcs: 9.50 Eqp Pcs: 7.50
 8ASPAVER FBD - 10' aspha 89% [REDACTED] HR [REDACTED] [REDACTED]
 8ASPM LCB - asphalt p 89% [REDACTED] HR [REDACTED] [REDACTED]
 8LO210 LBC - skip load 89% [REDACTED] HR [REDACTED] [REDACTED]
 8PIF250 ACB - pickup 3/ 89% [REDACTED] HR [REDACTED] [REDACTED]
 8PIF350 ACD - pickup 3/ 89% [REDACTED] HR [REDACTED] [REDACTED]
 8RO10TP RBH - 10tn pneumati [REDACTED] HR [REDACTED] [REDACTED]
 8RO12TDD RVD - 12tn dual 89% [REDACTED] HR [REDACTED] [REDACTED]
 LDUMP Laborer Dumpman [REDACTED] MH [REDACTED] [REDACTED]

Direct Cost Report

Activity	Desc	Quantity	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-Ment	Total
Resource		Pcs	Unt					Contract	

Holding Acc 600000 Land Item SCHEDULE: 1 100
 Description = Paving for Mamlines Unit = LF Takeoff Quan: 23,174.000 Engr Quan: 23,174.000

LRAKER	Laborer Asphalt Rake		MH						
OF	OE Foreman		MH						
OPV	OE Paving Machine		MH						
ORL	OE Roller		MH						
OSK	OE Skip Loader		MH						
	MH/TN		MH						

61045 Off Hand AC Quan: LD Hrs/Shift: 8.00 Cal 508 WCCAWCC

5TWHR	ALEGRE - 10 Whl-H		HR						
				[]					

69012 Grinder Support Quan: DA Hrs/Shift: 8.00 Cal 508 WCCAWCC

QGS	Grinder Support		CH	Prod:	S	Lab Pcs:	Eqp Pcs:
8LO210	LBC - skip loader jd2		HR				
8PIF250	ACB - pickup 3/4 tn		HR				
8PIF4X	ACF - pickup 3/4 tn 4		HR				
8RO5TDD	RVC - 5tn dual drum		HR				
8TRWT	TRL - water truck		HR				
LSHOVEL	Laborer Asphalt Shov		MH				
OF	OE Foreman		MH				
ORL	OE Roller		MH				
OSK	OE Skip Loader		MH				
TWT	Teamster Water Truc		MH				
	MH/DAY		MH				

→ 69821 Striping & Markers Quan: 1.00 LS Hrs/Shift: 8.00 Cal 508 WCCAWCC

Plug #							
4STX	Striping Sub	1.00	1.00 LS	12,000.00		12,000	12,000
\$12,000.00				[]		12,000	12,000

76180 7-Axle Equipmnet Mobs for Paving Quan: 6.00 EA Hrs/Shift: 8.00 Cal 508 WCCAWCC

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-Ment/Contra	Total
Holding Acc 600000			Land Item	SCHEDULE: 1	100				
Description = Paving for Mainlines			Unit =	LF	Takeoff Quan: 23,174.000			Engr Quan: 23,174.000	
OLB	Other - Lowbed		CH	Prod:	UH	Lab Pcs: 1.00		Eqp Pcs: 1.00	
8TRLB	TRQ - low bed transp	1.00	HR						
TWP	Teamster Water Pull	1.00	MH						
	MH/EA		MH						
Item Totals: 600000 - Paving for Mainlines									
	MH/LF		MH						
		23174 LF							

\$0.00 *** Report Totals ***

>>> indicates Non Additive Activity

Holding account totals will not be added to the report totals because the distribution is instead added to the various bid items

---Report Notes:---

The estimate was prepared with BID Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: 02/06/14 Owner: Engineering Firm:
 Estimator-In-Charge:

JOB NOTES

Estimate created on: 03/17/2011 by User#: 0 -
 Source used: C:\LHBSING\BIN\BLANK\BLANK zip (a backup) from 10/11/2010 10:55:38 AM

*****Estimate created on 02/04/2014 by User#: 15 - Jason Theriault
 Source estimate used: H:\HEAVYBID\EST\ESTMAST

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX&YYY where
 XXX=Rent% and YYY=EOE%

---Calendar Codes---

- 410 40 Hour Week - (4@10)
- 508 40 Hour Week - (5@8) (Default Calendar)
- 509 45 Hour Week - (5@9)
- 510 50 Hour Week - (5@10)
- 512 60 Hour Week(5@12)
- 518 58 Hour Week(5@10+Sat@8)

Attachment E

HOLDING ACCOUNT DISTRIBUTION - Lodi Water Meter Ph 4

Bid#	Actv	Qty	Desc	Labor Perm Const			Sub	Equip	ATS	MTruckin	Indir JV Charge	Addon Bond	Total Cost
				Labor	Burden	Materia							
** 559000		23433	Water Pror										
600	H559000	88	Water Pror										
700	H559000	19752	Water Pror										
800	H559000	2143	Water Pror										
900	H559000	50	Water Pror										
1000	H559000	200	Water Pror										
1100	H559000	50	Water Pror										
2500	H559000	1030	Water Pror										
2600	H559000	120	Water Pror										
** 572100		110	Raise Valv										
1200	H572100	2	Raise Valv										
1300	H572100	55	Raise Valv										
1400	H572100	49	Raise Valv										
1500	H572100	2	Raise Valv										
2800	H572100	1	Raise Valv										
5000	H572100	1	Raise Valv										
** 595000		23433	AB Buy										
600	H595000	88	AB Buy										
700	H595000	19752	AB Buy										
800	H595000	2143	AB Buy										
900	H595000	50	AB Buy										
1000	H595000	200	AB Buy										
1100	H595000	50	AB Buy										
2500	H595000	1030	AB Buy										
2600	H595000	120	AB Buy										
** 600000		23174	Paving for										12,000
600	H600000	88	Paving for										45
700	H600000	19752	Paving for										10,228
800	H600000	2143	Paving for										1,109
900	H600000	50	Paving for										25
1000	H600000	200	Paving for										103
1100	H600000	50	Paving for										25
2500	H600000	800	Paving for										414
2600	H600000	91	Paving for										47

Distributed Amt on Takeoff:

** Indicates the cost amount in the Holding Account Before Spread.

Attachment F

Eric Stannard

From: Stacy Stommel <ststommel@chrispco.com>
Sent: Friday, February 14, 2014 1:55 PM
To: Eric Stannard
Subject: Revised quote for Lodi water meter ph 4
Attachments: LODI WATER METER PROGRAM PH 4 DB 21959 revised 2-14-14.pdf

Eric,
After your phone call the other day I met with our superintendent Albert Sotelo and we took a very close look at the plans and found we had made a very large error. He misread the key and thought you were replacing all the waterlines. He has since gone back out to the jobsite and did a new takeoff of what will really need to be replaced. We are very sorry for this error. Attached is a revised quote for the project. Please accept our apology for our error and thank you for bringing it to my attention. I am confident this kind of error will not happen again. Again we are very sorry for any inconvenience this may have caused to you and your company. Have a great weekend.

Stacy Stommel
Chrisp Company
Stockton Office
ph: (209) 948-2175 x154
fax: (209) 948-2179
cell:(209) 456-0539



Attachment G

Chrisp Company

REVISED

Stockton Office
1001 Stokes Ave
Stockton Ca 95215
Phone: (209) 948-2175 Fax: (209) 948-2179

Contractors License No. 374600
A General Engineering
C-13 Fence, Wire, wood
C-32 Highway Improvement

Quotation

Union Contractor / No minority Status

TO: TEICHERT (LINCOLN)
4401 DULUTH AVE.
ROSEVILLE CA 95678
Phone: (916) 845-4855 Fax: (916) 645-4801
Contact: Eric Stannard

Current Date: 2/14/2014
BidDate: 2/14/2014
JobName: WATER METER PROGRAM PH 4
Location: LODI Bid#: 21959 0
Contract#: Job#:
Working Days:

Liquidated Damages

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
50	Replace Thermoplastic Striping, Markings & Pavement Markers in trench patch areas	1	SUM	11098.000	\$11,098.00
TOTAL					\$11,098.00

Includes Referencing of Striping & Markings

Written Authorization is Required Prior to Proceeding With Work

ACCEPTED BY: P.O. Number
TITLE: Job Number

Bond Rate Addendum 1,2
1.5%

This quote includes all stipulations found on page 2

QUOTE PREPARED BY Stacy Stommel
(209) 458-0539
ststommel@chrispco.com
CHRISP COMPANY

City of Lodi Water Meter Program
Task Order No. 6
Phase 4 and Non-Residential Metering Projects
Engineering Services During Construction
Exhibit A - Detailed Scope of Work

The City of Lodi (City) Water Meter Program (WMP) Phase 4 Meter Installation and Main Replacement Project consists of the construction/installation of the following:

- Approximately 21,730 lineal feet of water main to replace existing, undersized mains located in backyard easements.
- Approximately 1,339 residential water meters and related water service improvements.

The City WMP Non-Residential Metering project consists of the field documentation and/or meter installation for the following:

- Field document water service and metering at approximately 1,265 commercial, industrial, public and quasi-public parcels
- Install water meters and perform related work on the water service at approximately 752 of those parcels

This Scope of Work (SOW) for engineering services during construction (ESDC) associated with the City's WMP Phase 4 and Non-Residential Metering projects includes three tasks described below for the various work components and the responsible person(s), the applicable work phase and duration for the task, the deliverables, and assumptions used in developing the scope of work and associated level of effort included in the budget. The performance of this SOW by Consultant is for the sole benefit of the City and shall not be relied upon or used by any third party without the express written consent of the City and Consultant.

Basis for Scope and Fee: The basis for the scope and level of effort shown in the budget is a construction contract duration for Phase 4 of 210 calendar days (approximately 147 working days or 30 weeks), extending from March 2014 to October 2014. The Non-Residential Metering contract duration is 100 days, entirely within the duration of Phase 4. RMC will perform work only as requested by the City's Construction Manager (CM).

Task 1 – Engineering Services During Construction (ESDC)

Purpose: The Consultant shall provide engineering services during construction to review and respond to contractor submittals and City requested design related concerns, prepare record drawings, and to provide overall technical support to the City. The ESDC effort will be led by Mike Matson (Task Order Manager) and supported by the WMP Phase 4 design team of Ryan Doyle (Project Engineer) and Victor Alaniz (CAD Production).

Phase/Duration: Entire Contract Period; March - October 2014. Phase 4 Record Drawings will be completed within 2 months following delivery of City approved construction contractor as-built markups to RMC.

Task 1.1 – Submittal Review

As requested by the City's CM, Consultant will review and process contractor submittals for compliance with the Contract Documents. Consultant will prepare written submittal review comments for each submittal and determine appropriate submittal action by the contractor.

Assumptions:

- The level of effort is limited to the budgeted hours. It is estimated that up to 10 submittals would be reviewed by Consultant.

Deliverables:

- Written submittal review comments and action recommendation (e.g. Make Corrections Noted) on City standard form.

Task 1.2 – Clarifications and RFI Responses

Consultant will provide technical responses to City and contractor requests for information (RFIs), and prepare written Contract Document Clarifications (CDCs) to clarify requirements of the work, and provide technical support to resolve field issues and conflicts. Consultant will respond to RFIs and clarification requests as directed by the City. Consultant may conduct site visits to gain an understanding of field issues if required.

Assumptions:

- The level of effort is limited to the budgeted hours.
- Up to 8 RFIs have been assumed in establishing budgeted hours
- Consultant will make up to 1 site visits to investigate field conditions

Deliverables:

- Written CDCs and RFI responses using standard RMC forms

Task 1.3 – Phase 4 Record Drawings

Consultant will prepare record drawings from the contractor's complete as-built WMP Phase 4 drawings, after review and approval of the contractor's as-built markups by the City.

Assumptions:

- The City will be responsible for reviewing the Contractor's as-built drawings monthly and preparing comments to the Contractor's submitted as-built drawings.
- Contractor as-built markups will be of sufficient content and quality for implementing into design CAD files

Deliverables:

- Electronic: One PDF file set of drawings and the specifications, and one set of AutoCAD files

Task 2: Database Support

Purpose: The Consultant will support the City and the Non Residential Metering contractor with database updates, manipulation, troubleshooting, review and related work. The contractor is required to perform field investigations and enter the field data into the existing TO1 and TO3 databases using MS Access data forms prepared by Consultant. Consultant will provide some training of the contractor in using the databases and in updating the database with additional City provided information as it becomes available. Nishant Parulekar will lead this task.

Phase/Duration: Entire Non-Residential Metering Contract Period; April - July 2014.

Assumptions:

- The level of effort is limited to the budgeted hours.
- One contractor training session at City offices
- Up to 8 RFI responses
- One review cycle of final record database from contractor

Deliverables:

- Training materials and syllabus
- Written CDCs and RFI responses using standard RMC forms

Task 3: Project Management

Purpose: The Consultant will perform project management activities, including preparing monthly Task Order invoices and progress reports, coordinating with and reporting to City staff on project progress against the scope, budget and schedule; and managing subconsultant activities and progress. The Consultant shall also implement a quality assurance program for the project and conduct quality control reviews on work products. Mike Matson will lead this task.

Phase/Duration: Entire Contract Period; March - October 2014.

Assumptions:

- Management activities over a 7 month construction duration

Deliverables:

- Monthly invoices and progress reports

RMC WATER AND ENVIRONMENT

CITY OF LODI

Michael H. Matson, Sr. Vice President

D. STEPHEN SCHWABAUER
Interim City Manager

Date

Date

ATTEST:

RANDI JOHL-OLSON
City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
Interim City Attorney 

**EXHIBIT B
Fee Estimate**



Fee Estimate

**City of Lodi - Water Meter Program Phase 4 and Non-Residential Metering
Engineering Services During Construction**

Task	RMC Labor				Hour	Rate	Total Labor	Utility Engineer	CAD	Other	Cost	Subcontractor			Total	
	Material	Database	Project Engineer	Project Admin								Subcontractor Total	ODC	Total ODC		Profit
Task 1: Engineering Services During Construction	\$286	\$194	\$156	\$99			\$175	\$120								
1.1 Submittal Review	4		24		24	\$4,888			0	\$0	\$0		\$0	\$0	\$4,888	
1.2 Clarifications and RFI Responses	4		24		24	\$4,888			0	\$0	\$0	\$280	\$308	\$588	\$5,476	
1.3 Record Drawings	4		8		12	\$2,392	20	100	120	\$15,500	\$17,050	\$500	\$550	\$1,050	\$19,992	
Subtotal Task 1:	12	0	56	0	68	\$12,168	20	100	120	\$15,500	\$17,050	\$780	\$858	\$1,050	\$30,076	
Task 3: Database Support																
2.1 Training	4	12			12	\$3,472			0	\$0	\$0	\$150	\$165	\$315	\$3,637	
2.2 Clarifications and RFI Responses		16			16	\$3,104			0	\$0	\$0		\$0	\$0	\$3,104	
2.3 Review and QA		24			24	\$4,856			0	\$0	\$0		\$0	\$0	\$4,856	
Subtotal Task 3:	4	52	0	0	56	\$11,232	0	0	0	\$0	\$0	\$150	\$165	\$315	\$11,397	
Task 3: Project Management																
3.1 Project Management and QA/QC	16			4	20	\$4,972			0	\$0	\$0		\$0	\$0	\$4,972	
Subtotal Task 3:	16	0	0	4	20	\$4,972	0	0	0	\$0	\$0	\$0	\$0	\$0	\$4,972	
TOTAL	32	52	56	4	144	\$28,372	20	100	120	\$15,500	\$17,050	\$930	\$1,023	\$1,050	\$46,445	

33%

1. The individual hourly rates include salary, overhead and profit.
2. Subcontractors will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Water Meter Program Phase 4 Meter Installation and Main Replacement Project and Water Meter Program Nonresidential Meter Phase (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March 19, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: Neil O. Anderson and Associates
 902 Industrial Way
 Lodi, CA 95240
 Attn: Larry Matthews, Principal

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

D. STEPHEN SCHWABAUER
Interim City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, Interim City Attorney

NEIL O. ANDERSON & ASSOCIATES

By: _____


By: _____
Name:
Title:

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 181468.1825.2150/181467.1825.2150
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\2014\NeilAnderson_WaterMeters2014

CA:rev.02.2014

**Water Meter Program Phase 4 Meter Installation and Main Replacement Project
and Nonresidential Metering Phase
Neil O. Anderson and Associates
Scope of Services**

Provide two (2) fulltime inspectors for the Water Meter Program Phase 4 Meter Installation and Main Replacement Project and one (1) fulltime inspector for the Nonresidential Metering Phase Project to assist and report to the Construction Project Manager.

Inspectors shall be approved by the City and are expected to have prior experience in public works construction, engineering, surveying, or a related field. Inspectors shall not be changed except as requested or approved by the City.

Duties Include:

1. Inspect and monitor public works construction and maintenance projects for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Uses and calibrates the nuclear compaction gauge.

Knowledge of:

1. Construction materials, methods, equipment and techniques for basis public works projects. Specifically water utilities.
2. Basic construction materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

Ability to:

5. Learn the principles, practices, and techniques of advanced public works inspection.
6. Read and interpret public works and architectural construction plans and specifications.
7. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
8. Interpret City/State laws, rules, and regulations.
9. Maintain records and prepare accurate written reports.
10. Establish and maintain cooperative working relationships with the public, contractors, and city employees.

General:

11. Other project related duties as requested by the City.



January 15, 2014

Proposal No.: PTT140012

- Geotechnical Engineering
 - Site Assessment
 - Subsurface Exploration
 - Foundation Design
 - Soils Analysis
 - Instrumentation & Monitoring
- Testing & Inspection
 - Asphalt Concrete
 - Concrete
 - Masonry
 - Steel
 - Soils & Aggregates
- Certified Laboratories
 - Caltrans
 - USACE
 - DSA
 - AASHTO
 - AMRLPSP
 - CCRLPSP
- Environmental Services
 - Hydrogeology
 - Geology
 - Engineering Geology
 - Phase III ESA
 - Monitoring
 - Remediation
 - CEQA
 - SWPPP
- Structural Engineering
- Aquatic Engineering
- Renewable Resource Services

Mr. Gary Wiman
City of Lodi
221 W. Pine Street
Lodi, CA 95240

**Subject: Proposal for Testing and Observation Services
Lodi Water Meter Phase 4
Various Locations
Lodi, CA**

Thank you for the opportunity to submit the attached proposal to provide construction observation and testing services for the subject project.

Additional services requested beyond what is outlined in the attached proposal will be billed per our attached standard fee schedule.

Time shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments. Overtime and double time, if any, will be applied per California Labor law.

We can begin services upon receipt of a purchase order. If you have questions, please feel free to contact Larry or Troy at (209) 367-3701 or e-mail troy.schiess@noanderson.com or larry.mathews@noanderson.com.

Sincerely,

Larry Mathews
Marketing Director



GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Lodi Water Meter Phase 4
Proposal Number: PTI140012
January 15, 2014, Revised January 27, 2014

Service	Rate
Soils	
Lead Project Inspector (Regular Time - 8hr shift)	\$ 984.00 /Shift
Lead Project Inspector (Overtime)	\$ 158.00 /hour
Lead Project Inspector (Doubletime)	\$ 193.00 /hour
Building/Construction Inspector (Regular Time - 8hr shift)	\$ 972.00 /Shift
Building/Construction Inspector (Overtime)	\$ 153.76 /hour
Building/Construction Inspector (Doubletime)	\$ 186.03 /hour

**Overtime and Double time rates will be applied per the California labor*

**The above rates are based on the contract approved prior to July 1, 2014, which state mandate indicates an increase for California Prevailing Wage.*



GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2014 SCHEDULE OF FEES TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

• Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

• All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

HOURLY CHARGES

• Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

• Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.

**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

• An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

• In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of \$25.00 may be applied per hour for publicly funded projects. A wage differential of \$35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

• Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303
50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

2014 SCHEDULE OF FEES
 (FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
HOT MIX ASPHALT (HMA) SERVICES	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
EXPLORATION	
GEOPHYSICAL	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
DRILLING	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303
 50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
 5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
GEOTECHNICAL SOILS AND AGGREGATES	
<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
LABORATORY	
HOT MIX ASPHALT (HMA)	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea
CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: <i>Fine & Coarse Aggregate</i>	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea
C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
<i>Compression Tests: (Same price for untested "hold" specimens)</i>	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
<i>Concrete Masonry Unit: (Same price for untested "hold" specimens)</i>	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders (same price for untested "hold" specimens)	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697

5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld - 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld - 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld - 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
STANDARD POOL ENGINEERING SERVICES	
<i>The fees quoted include response to plan check.</i>	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	135.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan Include 2 sheets of plan and calculations)	350.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	200.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	200.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	250.00/ea

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**NEIL O. ANDERSON
AND ASSOCIATES**

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Consulting Letter	185.00/min
On-Site Steel and/or Excavation Observation	400.00/min
Patio Corner/Trellis Design	Request Quote 800.00/min
Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	175.00/set
Epoxy Injection	1,500/min first 10', 60.00/ft. after
MISCELLANEOUS	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

Niel O. Anderson Associates
Testing and Inspection Services
Water Meter Program Phase 4 and Nonresidential Metering Phase

Days	Shift Rate	Total
210	\$ 984.00	\$ 206,640.00
210	\$ 972.00	\$ 204,120.00
100	\$ 972.00	\$ 97,200.00
Total Labor Estimate		\$ 507,960.00
Laboratory Test Estimate		\$20,000.00
Total Contract Estimate		\$527,960.00



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence

\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence</p> |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

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 TEICHERT CONSTRUCTION, 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
- Instruction to Bidders
- Bid Forms
- Contract
- Contract Bonds
- General Conditions
- General Requirements (Division 1)
- Technical Specifications (Division 2)
- Attachments
- Plans
- Addenda

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 Clauses 65 and 66 of the General Conditions, 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 investigate, install, right-size and document approximately 752 water meter assemblies, and investigate and document only approximately 513 parcels, including all other incidental and related work, in accordance with Plans and Specifications for Water Meter Program - Non-Residential Metering.

CONTRACT ITEMS

No.	Item	Qty	Unit	Unit Cost	Total Cost
	General				
1	Construction Notifications	1	LS	\$10,000.00	\$10,000.00
2	Excavation Safety	1	LS	\$5,000.00	\$5,000.00
3	Storm Water Pollution Prevention Plan, and Construction Site Monitoring and Reporting Plan	1	LS	\$5,000.00	\$5,000.00
4	Investigation and Documentation for Non-Metered Parcels	513	EA	\$18.00	\$9,234.00
5	Potholing	1	LS	\$25,000.00	\$25,000.00
	Meter Installations				
6	Meter Installation – ¾" Meter	700	EA	\$100.00	\$70,000.00
7	Meter Installation – 1" Meter	22	EA	\$150.00	\$3,300.00
8	Meter Installation – 1 ½" Meter	10	EA	\$200.00	\$2,000.00
9	Meter Installation – 2" Meter	10	EA	\$210.00	\$2,100.00
10	Meter Installation – 3" Meter	10	EA	\$220.00	\$2,200.00
11	Construct 1-inch Water Service Tap	15	EA	\$415.00	\$6,225.00
12	Construct 1.5-inch Water Service Tap	5	EA	\$615.00	\$3,075.00
13	Construct 2-inch Water Service Tap	5	EA	\$660.00	\$3,300.00
14	Construct 3-inch Water Service Tap	5	EA	\$1,700.00	\$8,500.00
15	Construct 1-inch Service Line	100	LF	\$75.00	\$7,500.00
16	Construct 1.5-inch Service Line	100	LF	\$76.00	\$7,600.00
17	Construct 2-inch Service Line	100	LF	\$78.00	\$7,800.00
18	Construct 3-inch Service Line	100	LF	\$80.00	\$8,000.00
19	Provide 1" Angle Meter Stop Valve	1,444	EA	\$120.00	\$173,280.00
20	Provide 1.5" Angle Meter Stop Valve	20	EA	\$350.00	\$7,000.00
21	Provide 2" Angle Meter Stop Valve	20	EA	\$400.00	\$8,000.00

No.	Item	Qty	Unit	Unit Cost	Total Cost
22	Provide 3" Gate Valve Meter Stop	10	EA	\$500.00	\$5,000.00
23	Construct 1-inch Customer Line	50	LF	\$75.00	\$3,750.00
24	Construct 1.5-inch Customer Line	50	LF	\$78.00	\$3,900.00
25	Construct 2-inch Customer Line	50	LF	\$80.00	\$4,000.00
26	Construct 3-inch Customer Line	50	LF	\$85.00	\$4,250.00
27	Provide Standard Plan 403 Meter Box and Lid	722	EA	\$315.00	\$227,430.00
28	Provide Standard Plan 412 Meter Box and Lid	20	EA	\$550.00	\$11,000.00
29	Provide Standard Plan 406 Meter Box and Lid	10	EA	\$900.00	\$9,000.00
30	Replace Meter Box Lid with Composite Lid (Standard Plan 403)	20	EA	\$90.00	\$1,800.00
31	Replace Meter Box Lid with Composite Lid (Standard Plan 412)	10	EA	\$130.00	\$1,300.00
32	Replace Meter Box Lid with Composite Lid (Standard Plan 406)	5	EA	\$330.00	\$1,650.00
33	Upgrade Meter Box Lid for Lid-Mounted ERT (Standard Plan 403, 412 and 406)	20	EA	\$200.00	\$4,000.00
34	Upgrade to Traffic Rated Meter Box and Lid (Standard Plan 403, 412 and 406)	10	EA	\$400.00	\$4,000.00
35	Construct Remote Mounted E/RT	10	EA	\$1,100.00	\$11,000.00
36	Excavate Existing Corporation Stop and Isolate Service	30	EA	\$400.00	\$12,000.00
37	Abandon Existing Service	30	EA	\$125.00	\$3,750.00
38	Construct Additional Concrete Surface Restoration	1,000	SF	\$40.00	\$40,000.00
39	Export/Import Fill	100	CY	\$70.00	\$7,000.00
40	Mobilization / Demobilization	1	LS	\$24,600.00	\$24,600.00
41	All Other Items	1	LS	\$500.00	\$500.00
	Total Amount				\$754,044.00

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 Technical Specifications. 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 on the date stipulated in the Notice to Proceed and to diligently prosecute to completion within 100 CALENDAR DAYS.

This Agreement provides for liquidated damages in the amount of \$2,500 per day for each day the work is not completed by the Contractor beyond the time specified in this Article.

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 ABOVE. 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: _____

D. Stephen Schwabauer
Interim City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl-Olson
City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
Interim City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 3/12/2014
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	181		3205	Fund Balance	\$ 4,514,643.00
B. USE OF FINANCING	181	181467	1825.2150	Water Meter Program Phase 4	\$ 4,514,643.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contracts for the Water Meter Program Phase 4 project

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Alvaro Sandoval

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-35

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACTS AND AUTHORIZING THE
INTERIM CITY MANAGER TO EXECUTE AGREEMENTS
FOR THE WATER METER PROGRAM PHASE 4
PROJECT 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 February 6, 2014, at 11:00 a.m., for Water Meter Program Phase 4, described in the plans and specifications therefore approved by the City Council on December 18, 2013; and

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

Bidder	Bid
Teichert Construction	\$3,645,238.00
Knife River Construction	\$3,686,067.00
MCI Engineering	\$5,122,822.50
Vulcan Construction & Maintenance, Inc.	\$5,316,504.00
Sanco Pipelines, Inc.	\$6,367,345.00
Spieß Construction Company, Inc.	\$7,072,175.00

WHEREAS, staff recommends awarding the contract for Water Meter Program Phase 4 to the low bidder, Teichert Construction, of Davis, California, in the amount of \$3,645,238; and

WHEREAS, staff recommends RMC Water and Environment, of Walnut Creek, perform engineering services during construction. This is a time-and-materials contract with a not-to-exceed maximum of \$46,445; and

WHEREAS, staff recommends Neil O. Anderson and Associates, of Lodi, perform construction testing and inspection services for this project, for a total contract amount of \$527,960; and

WHEREAS, staff recommends appropriation of \$4,514,643 from the Water Capital Fund to cover the cost of construction, construction administration services, Public Works Engineering staff, and contingency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for Water Meter Program Phase 4 to the low bidder, Teichert Construction, of Davis, California, in the amount of \$3,645,238; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve Task Order No. 6 to the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, to provide engineering services during construction on a time-and-materials basis, in an amount not to exceed \$46,445; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for construction testing and inspection services to Neil O. Anderson and Associates, of Lodi, California, in the amount of \$527,960; and

BE IT FURTHER RESOLVED that the Interim City Manager is hereby authorized to execute the agreements; and

BE IT FURTHER RESOLVED that funds in the amount of \$4,514,643 be appropriated from the Water Capital Fund for this project.

Dated: March 19, 2014

=====

I hereby certify that Resolution No. 2014-35 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk

CITY COUNCIL

PHIL KATZAKIAN, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
BOB JOHNSON
JOANNE L. MOUNCE
ALAN NAKANISHI

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

March 13, 2014

STEPHEN SCHWABAUER
Interim City Manager
RANDI JOHL-OLSON
City Clerk
JANICE D. MAGDICH
Interim City Attorney
F. WALLY SANDELIN
Public Works Director

RMC Water and Environment
Attn: Tony Valdivia
2001 N. Main Street, Ste. 400
Walnut Creek, CA 94596

Neil O. Anderson and Associates
902 Industrial Way
Lodi, CA 95240

Teichert Construction
P.O. Box 1890
Davis, CA 95617

Knife River Construction
655 W. Clay Street
Stockton, CA 95206-1722

SUBJECT: Adopt Resolution Authorizing Interim City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and Appropriating Funds (\$4,514,643): A) Awarding Phase 4 Water Meter Installation Contract to Teichert Construction, of Davis (\$3,645,238); B) Task Order No. 6 with RMC Water and Environment, of Walnut Creek, for Engineering Services During Construction (\$46,445); and C) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$527,960)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, March 19, 2014. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6709.



for: F. Wally Sandelin
Public Works Director

FWS/pmf
Enclosure
cc: City Clerk

NCAWARD.DOC