



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Water Meter Program Non-Residential Phase to Teichert Construction, of Davis (\$754,055) and Appropriating Funds (\$800,000)
MEETING DATE: March 19, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Water Meter Program Non-Residential Phase to Teichert Construction, of Davis, in the amount of \$754,044, and appropriating funds in the amount of \$800,000.

BACKGROUND INFORMATION: The project consists of installing approximately 750 water meters at non-residential parcels, including commercial, industrial, and public uses. The public uses include City-owned properties, such as buildings, parks, and landscape areas.

Plans and specifications for this project were approved on December 18, 2013. The City received the following four bids for this project on February 11, 2014.

Table with 3 columns: Bidder, Location, Bid. Rows include Engineer's Estimate, GM Construction, Teichert Construction, Vulcan Construction, and Knife River Construction with their respective locations and bid amounts.

GM Construction submitted a written request, as provided in Attachment A, to be relieved of its bid due to a mistaken interpretation of the scope of work. Staff concurs with the request for relief.

The second lowest bid, submitted by Teichert Construction, has been carefully reviewed and is in line with the budget for the project. The budgeted amount and requested appropriation cover the contract, engineering, inspection and project contingencies.

FISCAL IMPACT: Costs for reading of the meters will be reduced as they will be automatically read by the fixed network.

FUNDING AVAILABLE: Requested Appropriation: Water Capital Fund (181): \$800,000

Signature of Jordan Ayers
Jordan Ayers
Deputy City Manager/Internal Services Director

Signature of F. Wally Sandelin
F. Wally Sandelin
Public Works Director

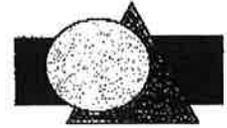
FWS/FWS/pmf
Attachment
cc: Larry Parlin, Deputy Public Works Director
Tony Valdivia, RMC Water and Environment

Gary Wiman, Construction Project Manager
Neil O. Anderson and Associates

APPROVED: [Signature]
Stephen Schwabauer, Interim City Manager



Construction & Developers, Inc



February 12, 2014

City of Lodi
Public Works Department
P.O. Box 3006
Lodi, CA 95241-1910

RECEIVED

FEB 13 2014



Re: Water Meter Program Non-Residential

Dear Sirs:

GM Construction & Developers, Inc. [hereinafter "GM Construction"] requests to be relieved of its bid, pursuant to California Public Contract Code §§ 5100- 5103 and that the City of Lodi [hereinafter "City"] allow GM Construction to withdraw its bid proposal submitted to the City on February 11, 2014, in the amount of \$493,248.00 in connection with the Water Meter Program Non-Residential [hereinafter "Project"] based upon the following facts and circumstances:

After viewing the bid results for the other bidders, it was obvious GM Construction's bid was significantly low. We then reviewed our documents and determined a mistake in the interpretation of the scope of work occurred. That was confirmed by a conversation with the engineer regarding the error in the provided estimate in the bid package.

The misunderstanding regarding to the idea that these meters were drop in was not caused by an error in judgment or carelessness in inspecting the site of the work or in reading the plans and specifications.

The mistake identified above made GM Construction's bid proposal materially different than GM Construction intended amount of GM Construction's bid proposal should have been.

Inasmuch as GM Construction has established entitlement to relief pursuant to Public Contract Code §5100 et seq., GM Construction respectfully requests that the City of Lodi grant GM Construction's request to withdraw its bid proposal in its entirety and consent to relieve GM Construction of its bid.

Sincerely,

Steven Medley
President, GM Construction & Developers, Inc.

916.333.2439 Fax 916.333.2452
8040 Linden Lime Ct Citrus Heights, CA 95610

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 – 3/4" Meter	700	EA	\$100.00	\$70,000.00
7	Meter Installation – 1" Meter	22	EA	\$150.00	\$3,300.00
8	Meter Installation – 1 1/2" 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: _____

Title

Attest:

Randi Johl-Olson
City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
Interim City Attorney 

RESOLUTION NO. 2014-36

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
FOR THE WATER METER PROGRAM NON-RESIDENTIAL PHASE
AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 11, 2014, at 11:00 a.m., for the Water Meter Program Non-Residential Phase, 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
GM Construction	\$ 493,248
Teichert Construction	\$ 754,044
Vulcan Construction	\$ 1,058,348
Knife River Construction	\$ 1,262,821

WHEREAS, GM Construction submitted a written request to be relieved of its bid due to a mistaken interpretation of the scope of work, and staff concurs with the request for relief; and

WHEREAS, staff recommends awarding the contract for the Water Meter Program Non-Residential Phase to the second lowest bidder, Teichert Construction, of Davis, California, in the amount of \$754,044; and

WHEREAS, staff recommends appropriation of \$800,000 from the Water Capital Fund to cover the cost of contract, engineering, inspection, and project contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Water Meter Program Non-Residential Phase to the second lowest bidder, Teichert Construction, of Davis, California, in the amount of \$754,044; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$800,000 be appropriated from the Water Capital Fund for this project.

Dated: March 19, 2014

I hereby certify that Resolution No. 2014-36 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>

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

March 13, 2014

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

SUBJECT: Adopt Resolution Awarding Contract for Water Meter Program
Non-Residential Phase to Teichert Construction, of Davis (\$754,055) and
Appropriating Funds (\$800,000)

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