



## LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: February 20, 2013

Time: 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

*NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

### **ADDENDUM**

**Subsequent to the publication and posting of the agenda on February 14, 2013, the following item was submitted for Council consideration.**

#### **I. Regular Calendar**

- Res. I-3 Consider Adopting Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Water Meter Program Phase 3 Project or Adopting Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760): (PW)
- a) Knife River Construction, of Stockton, for Construction (\$2,842,760)
  - b) Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000)
  - c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a place freely accessible to the public 24 hours a day.

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Consider Adopting Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Water Meter Program Phase 3 Project or Adopting Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760):

- A. Knife River Construction, of Stockton, for Construction (\$2,842,760)
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)

**MEETING DATE:** February 20, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Consider adopting resolution rejecting all bids, approving plans and specifications and authorizing re-advertisement for bids for Water Meter Program Phase 3 or adopting resolution authorizing City Manager to execute agreements with the following entities for the Water Meter Program Phase 3 Project and appropriating funds in the amount of \$3,108,760:

- A. Knife River Construction, of Stockton, for construction, in the amount of \$2,842,760
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for engineering services, in the amount of \$36,000
- C. Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$300,000

**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 flat rate versus on usage.

**A. 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 3 is presented in Attachment A and includes the installation of 1,465 meters and the replacement of 20,230 feet (3.8 miles) of water main.

Plans and specifications for this project were approved on December 5, 2012. The City received the following six bids for this project on February 7, 2013.

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

Consider Adopting Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Water Meter Program Phase 3 Project or Adopting Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760):

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<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$3,576,060
Knife River Construction	Stockton	\$2,842,760
Teichert Construction	Davis	\$3,247,951
Vinciguerra Construction	Jackson	\$3,407,635
Mozingo Construction	Oakdale	\$4,769,280
Preston Pipelines	Milpitas	\$3,640,000
Diede Construction	Stockton	\$3,674,382

Teichert Construction submitted a formal bid protest regarding the lowest monetary bid, submitted by Knife River Construction. The formal bid protest is provided in Attachment B. The bid protest cites a miscalculation of the mobilization cost amounting to \$7,855 and failure to provide a required operator licensing document.

Although the bid deficiencies are minor, staff recommends adopting a resolution rejecting all bids, approving plans and specifications and authorizing re-advertisement for bids. Staff is confident that due to the bid differential of \$405,191 between the first and second bid amounts, a lower bid than the second bid (\$3,247,951) can be realized by re-bidding the project. The contract documents allow the City to reject all bids if it chooses. The schedule for re-bidding the project would bring the contract award action back to the City Council on March 20.

Alternatively, the City Council could adopt a resolution authorizing the City Manager to execute agreements with Knife River Construction, RMC Water and Environment, and Neil O. Anderson and Associate as described below.

#### 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. This is Task Order No. 5 (Attachment C) to the Master Professional Services Agreement and is a time-and-materials contract with a not-to-exceed maximum of \$36,000.

#### C. Construction Testing and Inspection Services

Staff recommends Neil O. Anderson, of Lodi, perform construction testing and inspection services for this project. Neil O. Anderson will provide two 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 \$300,000.

### **Appropriation**

The total project appropriation is \$3,708,760 and includes the contracts described above, Public Works Engineering staff costs and contingency, as summarized below. The requested appropriation is \$3,108,760 due to an existing \$600,000 appropriation in the budget for this project. A portion of the contingency funds will be used to expand asphalt replacement areas based upon experience from the first two phases of the water meter program.

Consider Adopting Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Water Meter Program Phase 3 Project or Adopting Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760):

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<b>Budget Item</b>	<b>Amount</b>
Construction Contract	\$2,842,760
National Meter Purchase	\$300,000
RMC Construction Management	\$36,000
Public Works Engineering	\$30,000
<b>Total</b>	<b>\$3,208,760</b>
Project Contingency	\$500,000
<b>Project Total Budget</b>	<b>\$3,708,760</b>

**FISCAL IMPACT:**

Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

**FUNDING AVAILABLE:**

Requested Appropriation:  
Water Capital Fund (181): \$3,108,760

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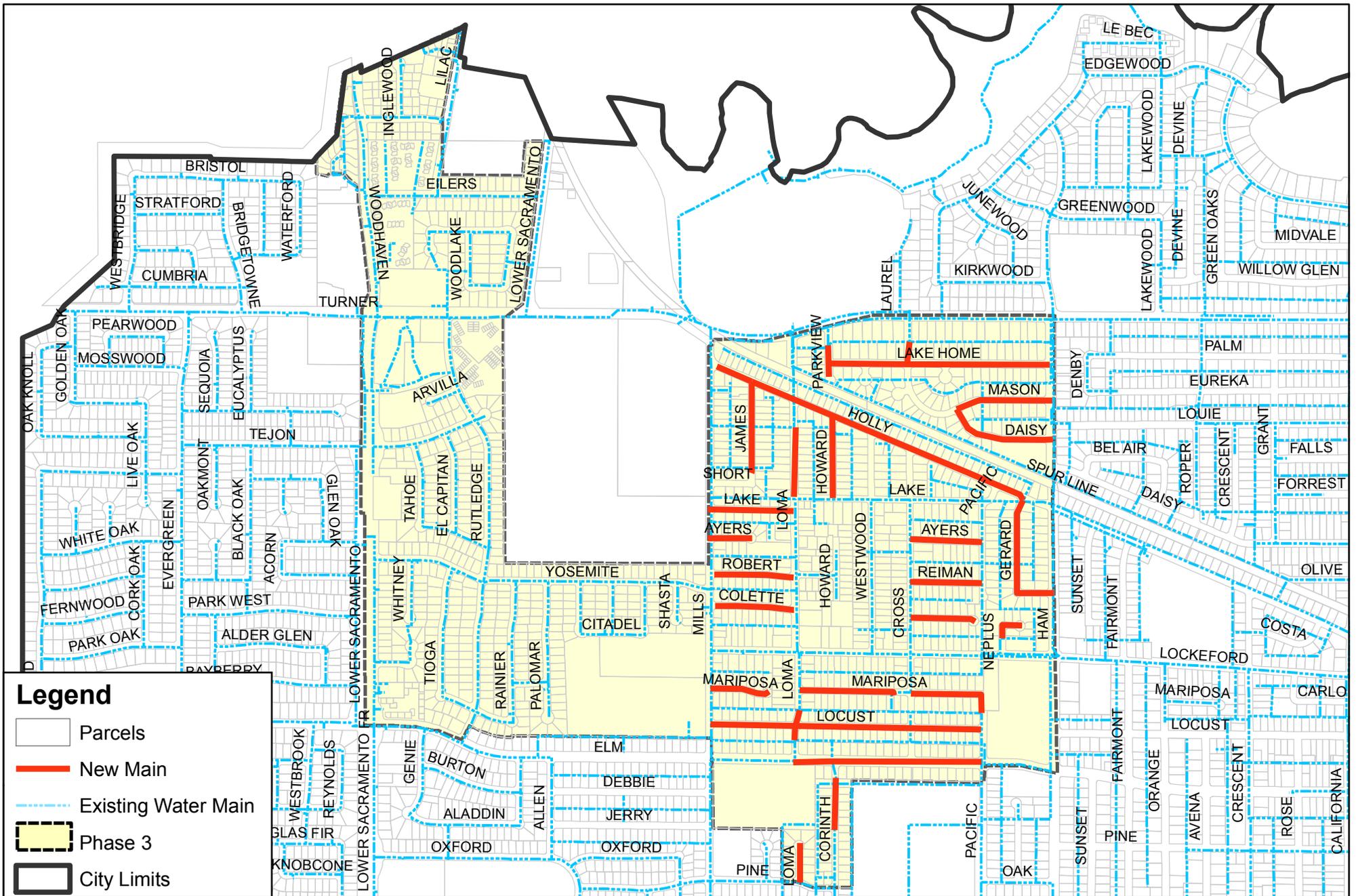
Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

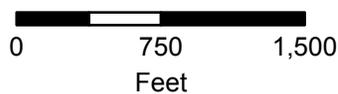
FWS/GW/pmf  
Attachments

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



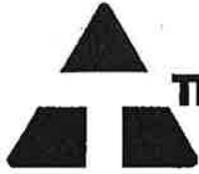
**Legend**

-  Parcels
-  New Main
-  Existing Water Main
-  Phase 3
-  City Limits



**City of Lodi: Water Meter Program Phase 3**

Lincoln District  
4401 Duluth Ave.  
Rocklin, CA 95765  
P.O. Box 700  
Lincoln, CA 95648-0700  
(916) 645-4800 • FAX (916) 645-4801



## TEICHERT CONSTRUCTION

Established 1887

February 12, 2013

VIA E-Mail, Fax and Mail

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

Randi Jöhl  
City Clerk  
310 W. Elm Street  
Lodi, CA 95241

Re: Water Meter Program Phase 3  
Bids Opened: February 7, 2013  
Bid Protest of DSS Company dba Knife River Construction Bid

Dear Gary Wiman:

Teichert Construction ("Teichert"), the second lowest monetary bidder for the above referenced project, hereby protests the bid of the lowest monetary bidder, DSS Company dba Knife River Construction ("KRC"). As explained in more detail below, KRC's bid fails to comply with the mandatory requirements for submitting a bid. The serious defects in KRC's bid are not the sort of minor irregularities that may be waived by the City of Lodi. Therefore, KRC's bid must be rejected as non-responsive, and Teichert is the lowest responsive and responsible bidder eligible for award.

Specification Section 2, Instructions to Bidders, for the above referenced project states as follows:

Proposals may be rejected if they show any alteration of form; additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. (Emphasis added.)

Specification Section 2 further provides:

**Award or Rejection of Bids:** The contract, if awarded, will be awarded to the lowest, responsive responsible bidder based on the lowest total base bid received and in compliance with these instructions and the advertised Notice Inviting Bids ... (Emphasis added.)

KRC failed to comply with these requirements in at least two ways:

**KRC's Bid is Non-Responsive, Since KRC Failed to Comply with Bidding Requirements Concerning D1 Operator Licensing.**

Specification Section 02510, 3.3-M-1 (Page 02510-8) contains the following requirement: "the Contractor shall have a California Department of Public Health Licensed D1 Drinking Water Distribution System Operator present at the work site. Documentation of proper operator licensing shall be provided in the Contractors bid package and shall be maintained on the job site at all times . . ." (Emphasis added.)

KRC failed to comply with this requirement. The specifications specifically required KRC to include the documentation for D1 operator licensing in its bid package. KRC did not submit its D1 licensing. As a result, KRC's bid is incomplete, and must be rejected as being non-responsive.

**KRC's Bid is Non-Responsive, Since KRC Failed to Submit a Valid Bid Price for Bid Item No. 46.**

Specification Section 3 - Bid Forms (page 3-2), Bid Item No. 46, contains the following requirement: "Mobilization/Demobilization (Mobilization: Max 2.5% of total contract, Demobilization: Min 2% of total contract) . . ."

In addition, Specification Section 01015, 1.6-D (Page 01015-15) provides as follows:

**Bid Item No. 46 – Mobilization/Demobilization**

Payment shall be made at the lump sum bid price named for Bid Item No. 46 and shall include all work associated with mobilization and demobilization. Mobilization shall be no greater than 2.5% of the total bid price and demobilization shall be no less than 2% of the total bid price. (Emphasis added.)

KRC failed to comply with each of the above requirements. KRC's total bid price is \$2,842,760.10. Thus, the minimum 2% (required for Bid Item No. 46) of its total bid price is \$56,855. KRC submitted \$49,000 as its price for Bid Item No. 46. \$49,000 is only 1.7% of KRC's total bid price, and is less than the minimum 2% required by the bid form and specifications. As a result, KRC's bid is incomplete and irregular, and should be rejected as non-responsive.

## KRC's Failures To Comply with Bidding Requirements Are Not Defects That Can Be Waived

California public policy strongly favors vigorous protection of the integrity of the public bidding process. In *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal.App.3d 449, 456-457 (1988), the Court of Appeals commented on the importance of strictly following the rules of the competitive bidding process, in spite of missed cost advantages for the taxpayers, even where actual favoritism, fraud, or corruption may not be present:

"Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even when it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. [Citations omitted.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements." [Citation omitted.] (Emphasis added.)

Under very limited circumstances, California law does permit an awarding authority to waive a so-called "minor irregularity" in a bid. However, the defects identified above cannot be fairly characterized as "minor irregularities" and, as a matter of law, cannot be waived by the City. California law is very clear that a minor irregularity can be waived only "*if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders ...*" *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal.App.3d 449, 454 (1966) (italics in original).

The defects in KRC's bid are not the type of bid defects that can be waived by the City. First, if KRC were to contend that it made a mistake in filling out its bid forms by failing to properly fill out or submit its bid package, KRC would have an unfair advantage because each of those defects in its bid constitutes a "mistake" within the meaning of California Public Contract Code section 5100 *et seq.* Under Public Contract Code section 5103, a bidder can obtain relief from its bid if "[a] mistake was made," the mistake made the bid "materially different than he or she intended it to be," and the mistake "was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site of the work, or in reading the plans and specifications." As detailed above, KRC could argue it made a mistake regarding Bid Item No. 46 and D1 operator licensing documentation in submitting its bid for the City's project. These mistakes gave KRC an option not available to other bidders, *i.e.*, an option to either seek award at its apparent bid price or to withdraw its bid on the grounds of mistake.

The Court of Appeals' decision in *Valley Crest Landscape v. City of Davis*, 41 Cal.App.4th 1432 (1996) is directly on point with respect to this issue. In *Valley Crest*, the bidder's mistake was in

stating the percentages of work to be performed by its listed subcontracts. The *Valley Crest* court held:

Misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, [the low bidder] could have sought relief by giving the County notice of the mistake within five days of the opening of the bid. That [the low bidder] did not seek such relief is of no moment. The key point is that such relief was available. Thus, [the low bidder] had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an 'irregularity.' *Id.* at 1442. (Emphasis added.)

KRC may argue that the holding in *Valley Crest* is inapplicable because KRC has not actually submitted a claim of mistake to the City. However, as stated by the Court of Appeal, above, the rule requiring rejection applies whether or not the bidder has, in fact, claimed mistake and sought relief. Rather, "the key point is that such relief was available," which provided KRC with "a benefit not available to the other bidders ..." In other words, what really matters is that KRC "could have backed out." Since KRC could have backed out, "[i]ts mistake ... could not be corrected by waiving an 'irregularity.'"

To summarize, KRC submitted an incomplete and irregular bid; when first, it failed to submit the required D1 operator licensing documentation with its bid package, and secondly, it failed to provide a valid price for bid item no. 46,.

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Accordingly, for the reasons stated above and the City's own bid procedures, Teichert respectfully requests that the City reject KRC's bid as non-responsive and award the contract to Teichert as the lowest responsive and responsible bidder.

Sincerely,



Eric Stannard  
Estimating Manager

eb  
Enclosures

cc: Gary Johns (via e-mail)  
Jason Theriault (via e-mail)

**DRAFT**

**City of Lodi Water Meter Program  
Task Order No. 5  
Phase 3 Engineering Services During Construction  
Exhibit A - Detailed Scope of Work**

The City of Lodi (City) Water Meter Program (WMP) Phase 3 Meter Installation and Main Replacement Project consists of the construction/installation of the following:

- Approximately 20,010 lineal feet of water main to replace existing, undersized mains located in backyard easements.
- Approximately 1,465 residential water meters and related water service improvements.

This Scope of Work (SOW) for engineering services during construction (ESDC) associated with the City's WMP Phase 3 project 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 of 210 calendar days (approximately 147 working days or 30 weeks), extending from March 2013 to October 2013. The scope and fee reflect limited site visits to attend progress meetings at the City's request and periodic inspection of the contractor's performance. 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 Jen Glynn (Project Engineer) and supported by the WMP Phase 3 design team of Mike Matson (Senior Reviewer), Tom Dugan and Victor Alaniz (CAD Production).

**Phase/Duration:** Entire Contract Period; March - October 2013

**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 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 needed or 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 20 RFIs have been assumed in establishing budgeted hours
- Consultant will make up to 2 site visits to investigate field conditions

Deliverables:

- Written CDCs and RFI responses using standard RMC forms

*Task 1.3 – Record Drawings*

Consultant will prepare record drawings from the contractor's complete as-built WMP Phase 3 drawings.

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:

- Hard Copy: One (1) full size vellum set of drawings
- Electronic: One PDF file set of drawings and the specifications, and one set of AutoCAD files

**Task 2 – Field Documentation Support (Optional)**

Purpose: The Consultant will setup an MS Access database based on feedback from the City that would allow the City to record and track identified Phase 3 construction activities. The Phase 3 field database would be used by the City's CM to confirm monthly bid item pay quantities and become an asset management tool for the City for meter and mainline installation dates and records, existing service line and mainline conditions (e.g. material transition locations); linked GPS photos of valve locations and other information. Database development and support would be led by Tom Dugan.

Phase/Duration: Entire Contract Period; March - November 2013

*Task 2.1 – Field Construction Database Development and Support*

The Phase 3 field construction database will be developed from the 2010 field reconnaissance MS Access database and cross referenced to the APN and Address information shown on the Phase 3 plans. The Consultant will outline the contents of the Phase 3 construction database based on previous construction phases and present the outline to the City for comment. The Consultant will incorporate City comments and provide the City a final working copy for use by the City during Phase 3 Construction. The City will be responsible for data entry into the field construction database; the Consultant will provide database and troubleshooting support during the construction duration.

Assumptions:

- The City will provide comments to the P3 field construction database within a week of the consultant presenting the database outline.
- The City will be responsible for comparing the P3 field construction database APN and service address to the City managed customer database and making any necessary adjustments to the Phase 3 field construction database.
- Consultant will not be responsible for database coordination with National Meter.

**Task 3: Project Management**

Purpose: The Consultant will perform project management activities, including preparing monthly invoices and Task Order 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.

Assumptions:

- Management activities over a 7 month construction duration

Deliverables:

- Monthly invoices and progress reports

**City of Lodi**  
**Water Meter Program Task Order No. 5**

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RMC WATER AND ENVIRONMENT

CITY OF LODI

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Michael H. Matson, Sr. Vice President

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Signature

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Date

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Printed Name

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Title

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Date

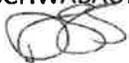
ATTEST:

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RANDI JOHL  
City Clerk

APPROVED AS TO FORM:

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D. STEPHEN SCHWABAUER  
City Attorney 



**Fee Estimate**

**City of Lodi - Water Meter Program Phase 3  
Engineering Services During Construction**

Tasks	RMC Labor					Total Hours	Total Labor Costs (1)	Vendor Rates		Total Hours	Total Labor Costs (2)	Outside Services		ODCs		Total Fee
	Senior Engineer	Design Engineer	Project Engineer	Database Support	Project Admin			Utility Engineer	CAD			Subtotal	Sub-Consultant Total Cost (3)	ODCs	Total ODCs (4)	
	\$275	\$215	\$195	\$185	\$90			\$160	\$90							
<b>Task 1: Engineering Services During Construction</b>																
1.1 Submittal Review		4	40			44	\$8,660			0	\$0	\$0	\$0		\$0	\$8,660
1.2 Clarifications and RFI Responses		10	40			50	\$9,950			0	\$0	\$0	\$0	\$350	\$385	\$10,335
1.3 Record Drawings		4	8			12	\$2,420	16	60	76	\$7,960	\$7,960	\$8,756	\$570	\$927	\$11,803
Subtotal Task 1	0	18	88	0	0	106	\$21,030	16	60	76	\$7,960	\$7,960	\$8,756	\$920	\$1,012	\$30,798
<b>Task 2: Field Documentation Support (Optional)</b>																
2.1 Field Construction Database Development and Support			20	40		60	\$11,300	4		4	\$640	\$640	\$704		\$0	\$12,004
Subtotal Task 2	0	0	20	40	0	60	\$11,300	4	0	4	\$640	\$640	\$704	\$0	\$0	\$12,004
<b>Task 3: Project Management</b>																
3.1 Project Management and QA/QC	8		8		8	24	\$4,480	4		4	\$640	\$640	\$704		\$0	\$5,184
Subtotal Task 3	8	0	8	0	8	24	\$4,480	4	0	4	\$640	\$640	\$704	\$0	\$0	\$5,184
<b>TOTAL</b>	<b>8</b>	<b>18</b>	<b>116</b>	<b>40</b>	<b>8</b>	<b>100</b>	<b>\$36,810</b>	<b>24</b>	<b>60</b>	<b>84</b>	<b>\$9,240</b>	<b>\$9,240</b>	<b>\$10,164</b>	<b>\$920</b>	<b>\$1,012</b>	<b>\$47,888</b>

- The individual hourly rates include salary, overhead and profit.
- Subcontractors will be billed at actual cost plus 10%.
- 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%.
- RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

**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 KNIFE RIVER 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 Water Meter Program Phase 3 Meter Installation and Main Replacement 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)
- 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 construct approximately 19,220 lineal feet of 8-inch and 790 linear feet of 6-inch replacement water main and approximately 1,465 water meter assemblies including construction of all or portions of services, and other incidental and related work, in accordance with Plans and Specifications for Water Meter Program Phase 3 – Meter Installation and Main Replacement.

**BID ITEMS**

	Item	Qty	Unit	Unit Cost	Total Cost
Item	<b>Water Main Installation</b>				
1	Construction Notifications	1	LS	\$5,200.00	\$5,200.00
2	Excavation Safety	1	LS	\$11,000.00	\$11,000.00
3	Storm Water Pollution Prevention Plan, and Construction Site Monitoring and Reporting Plan	1	LS	\$17,000.00	\$17,000.00
4	Traffic Control	1	LS	\$17,000.00	\$17,000.00
5	Potholing	1	LS	\$26,000.00	\$26,000.00
6	Install 8" Water Main	19,220	LF	\$44.50	\$855,290.00
7	Install 6" Water Main	790	LF	\$44.00	\$34,760.00
8	Install 4" Water Main	245	LF	\$50.00	\$12,250.00
9	Install 8" Ductile Iron Water Main	200	LF	\$54.00	\$10,800.00
10	Install 6" Ductile Iron Water Main	100	LF	\$48.00	\$4,800.00
11	Install 8" Water Valve	40	EA	\$1,350.00	\$54,000.00
12	Install 6" Water Valve	50	EA	\$1,050.00	\$52,500.00
13	Install 4" Water Valve	1	EA	\$1,000.00	\$1,000.00
14	14" X 8" Hot Tap Connection	1	EA	\$2,400.00	\$2,400.00
15	10" X 8" Hot Tap Connection	3	EA	\$2,100.00	\$6,300.00
16	8" X 8" Hot Tap Connection	1	EA	\$2,000.00	\$2,000.00
17	8" X 6" Hot Tap Connection	1	EA	\$1,800.00	\$1,800.00
18	8" X 4" Hot Tap Connection	1	EA	\$1,700.00	\$1,700.00
19	6" X 6" Hot Tap Connection	12	EA	\$2,100.00	\$25,200.00
20	Connect New Main to Existing Main, Cut-In	27	EA	\$2,300.00	\$62,100.00
21	Cap and Abandon Existing Main, Cut-In	50	EA	\$550.00	\$27,500.00
22	Remove and Dispose of Asbestos Cement Pipe	100	LF	\$150.00	\$15,000.00
23	Install Fire Hydrant Assembly	8	EA	\$4,000.00	\$32,000.00
24	Reset Existing Fire Hydrant Assembly	8	EA	\$2,500.00	\$20,000.00

	Item	Qty	Unit	Unit Cost	Total Cost
25	Install Blowoff	4	EA	\$1,800.00	\$7,200.00
26	Remove and Reconstruct Asphalt Concrete Pavement on Elm Street	17,400	SF	\$3.20	\$55,680.00
27	Replace Additional Asphalt Concrete Pavement	30,000	SF	\$2.75	\$82,500.00
	<b>Meter Installations</b>	<b>1,465</b>			
28	Install Class A Meter Service	323	EA	\$70.00	\$22,610.00
29	Install Class B Meter Service	61	EA	\$230.00	\$14,030.00
30	Install Class C Meter Service	343	EA	\$640.00	\$219,520.00
31	Install Class D Meter Service	270	EA	\$660.00	\$178,200.00
32	Install Class E Meter Service	468	EA	\$1,640.00	\$767,520.00
33	Install Large Water Meter – Class B, C and D Add On	1	EA	\$475.00	\$475.00
34	Install Large Water Service and Meter – Class E	2	EA	\$2,350.00	\$4,700.00
35	Replace Angle Meter Stop Valves	100	EA	\$120.00	\$12,000.00
36	Excavate Existing Corporation Stop and Isolate Service	30	EA	\$550.00	\$16,500.00
37	Upgrade to Traffic Rated Water Meter Box	30	EA	\$70.00	\$2,100.00
38	Install Additional 1-inch Service Line	1,000	LF	\$14.00	\$14,000.00
39	Install 1.5-inch Service Line	500	LF	\$14.50	\$7,250.00
40	Install 2-inch Service Line	500	LF	\$15.00	\$7,500.00
41	Install Additional 1-inch Water Service Tap	5	EA	\$530.00	\$2,650.00
42	Install Additional 1.5-inch Water Service Tap	5	EA	\$690.00	\$3,450.00
43	Install Additional 2-inch Water Service Tap	5	EA	\$775.00	\$3,875.00
44	Abandon Additional Existing Service	5	EA	\$290.00	\$1,450.00
45	Construct Concrete Surface Restoration	4,500	SF	\$7.50	\$33,750.00
46	Mobilization / Demobilization (Mobilization: Max 2.5% of total contract, Demobilization: Min 2% of total contract)	1	LS	\$49,000.00	\$49,000.00
47	Export/Import Fill Material	100	CY	\$42.00	\$4,200.00
48	All Other Items	1	LS	\$35,000.00	\$35,000.00
	<b>Total Amount</b>				<b>\$2,842,760.00</b>

**ARTICLE V** - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE VI** - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE VII** - The City is to furnish the necessary 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 210 CALENDAR DAYS.

This Agreement provides for liquidated damages in the amount of \$5,000 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: \_\_\_\_\_

Konradt Bartlam  
City Manager

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

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

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, 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 field inspectors, technical support and special inspection services for the Water Meter Program Phase 3 Meter Installation and Main Replacement Project (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 1, 2013 and terminates upon the completion of the Scope of Services or on December 31, 2013, 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. Time and materials not to exceed \$300,000.

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 \_\_\_\_\_ apply to this contract. In the event of a conflict between the terms of this contract 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  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

NEIL O. ANDERSON & ASSOCIATES

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


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

FUNDING SOURCE: 181466.1825.2150

Doc ID:

CA:rev.01.2011

Water Meter Program Phase 3 Meter Installation and Main Replacement Project  
Neil O. Anderson and Associates  
Scope of Services

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Provide two (2) fulltime inspectors to assist and report to the Construction Project Manager for the Water Meter Program Phase 3 Meter Installation and Main Replacement Project.

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

**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:**

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



**NEIL O. ANDERSON**  
AND ASSOCIATES

GEOTECHNICAL ENGINEERING  
TESTING AND INSPECTION SERVICES  
CERTIFIED LABORATORIES  
ENVIRONMENTAL SERVICES  
FOUNDATION ENGINEERING  
AQUATIC DESIGN AND ENGINEERING  
RENEWABLE ENERGY RESOURCES

January 10, 2013

Proposal No.: 5281

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

Subject: Proposal for Testing & Observation Services  
City of Lodi Water Meter Program Phase 3  
Various Location – Lodi, California

Dear Mr. Wiman:

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

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

Time will be charged in 2, 4, 6 and 8 hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments.

We can begin services upon receipt of a purchase order or signature on our standard agreement.

If you have questions, please call me at (209) 367-3701 or e-mail [larry.mathews@noanderson.com](mailto:larry.mathews@noanderson.com). Troy and I would be happy to meet at your convenience.

Sincerely,

Larry Mathews, Principal  
Marketing Director

cc: Troy Schiess



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

**Project Name: City of Lodi Water Meter Program - Phase 3 Construction T&I**

**Proposal Number: 5281**

Service	Rate
<u>Soils/AC</u>	
Engineering Site Obs	\$ 170.00 /hour
AC/Soil Inspector w/ Nuc Gauge	\$ 86.00 /hour
Proctor Mod Effort 4 in D1557	\$ 200.00 /each
Proctor Mod Effort 6 in D1557	\$ 220.00 /each
CTM301 R Value	\$ 285.00 /each
CTM206/C127 Sp Grv/AbsCrS Agg	\$ 140.00 /each
CTM309 Max Theo SpG w/ Dry Bck	\$ 165.00 /each
CTM382 Ignition Furnace Asphalt Content	\$ 160.00 /each
CTM 382 Ignition Furnace Calibration (1 per new source)	\$ 400.00 /each

1011  
 2 of 10



**NEIL O. ANDERSON**  
AND ASSOCIATES

GEOTECHNICAL ENGINEERING  
TESTING AND INSPECTION SERVICES  
CERTIFIED LABORATORIES  
ENVIRONMENTAL SERVICES  
FOUNDATION ENGINEERING  
AQUATIC DESIGN AND ENGINEERING  
RENEWABLE ENERGY RESOURCES

January 10, 2013

Proposal No.: 5282

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

Subject: Proposal for Testing & Observation Services  
City of Lodi Water – Public Works Contract Inspection  
Various Location – Lodi, California

Dear Mr. Wiman:

Thank you for the opportunity to submit the following rates and resumes to provide contract inspection services for the subject project.

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

Time will be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments.

We can begin services upon receipt of a purchase order or signature on our standard agreement.

If you have questions, please call me at (209) 367-3701 or e-mail [larry.mathews@noanderson.com](mailto:larry.mathews@noanderson.com). Troy and I would be happy to meet at your convenience.

Sincerely,

Larry Mathews, Principal  
Marketing Director

cc: Troy Schiess



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

**Project Name: City of Lodi - Public Works Contract Inspection**  
**Proposal Number: 5282**

Service	Rate
<u>Soils/AC</u>	
Lead Project Inspector - Regular Time - 8 hour shift	\$ 751.20 /shift
Lead Project Inspector - Time & 1/2 add:	\$ 123.90 /hour
Lead Project Inspector - Double Time add:	\$ 153.90 /hour
Construction Project Inspector - Regular Time - 8 hour shift	\$ 724.00 /shift
Construction Project Inspector - Time & 1/2 add:	\$ 120.50 /hour
Construction Project Inspector - Double Time add:	\$ 150.50 /hour

\*Overtime & double time will be billed per California labor law.



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

**2013 SCHEDULE OF FEES**  
 (FOR CUSTOMER REF ONLY)

<b>ENGINEERING SERVICES</b>	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	175.00/hr
Senior Engineer / Geologist / Scientist	160.00/hr
Project Engineer / Geologist/ Scientist	150.00/hr
Staff Engineer / Geologist / Scientist	130.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	82.00/hr
AC/Soils Inspector with Nuclear Gauge	86.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
<b>EXPLORATION</b>	
<b>Geophysical:</b>	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/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
<b>Drilling:</b>	
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
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)	140.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	145.00/hr
Coring Trailer (includes 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

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

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
Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
<b>GEOTECHNICAL SOILS AND AGGREGATES</b>	
<b>LABORATORY</b>	
<b>AGGREGATES</b>	
Sodium or Magnesium Sulphate Soundness ASTM C88 Fine or Coarse (5 cycles), per sieve size	350.00/ea
Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
<i>Specific Gravity:</i> Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	675.00/ea
Cleanness Value, Coarse Aggregate CTM 227	200.00/ea
<i>Durability Index:</i> Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
<b>SOILS</b>	
Atterberg Limit CTM204/125/D4318	125.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Specific Gravity Coarse Agg C127	140.00/ea
Specific Gravity Fine Agg C128	140.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	220.00/ea
6" mold AASHTO T99, ASTM D698	230.00/ea
4" mold AASHTO T180, ASTM D1557	220.00/ea
6" mold AASHTO T180, ASTM D1557	230.00/ea
California <i>Wet to Wet</i> CTM 216	230.00/ea
CTM 301 R-Value (Untreated Samples)	285.00/ea
Cement-Stabilized Samples CTM 301	325.00/ea
Lime-Stabilized Samples CTM 301	325.00/ea
pH Test	125.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	485.00/ea

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 POST TENSION DESIGN

Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373 Compressive Strength of Cement Treated Specimens ASTM D1632 and ASTM D1633	300.00/ea
Percent Lime Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
<b>Direct Shear Test:</b>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<b>Triaxial Compression Test</b>	
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
<b>Consolidation Test:</b>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
<b>ASPHALT CONCRETE</b>	
<b>State of California Asphalt Concrete Mix Design:</b>	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/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
CTM 211 LA Rattler	Request Quote
CTM 214/C88 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217/D2419 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366/D1560 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea

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EXHIBIT B



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

AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
<b>Marshall Mix:</b>	
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	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
<b>CONCRETE</b>	
<b>TECHNICAL</b>	
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
<b>LABORATORY</b>	
Compression Test Concrete Cylinders	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
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
<b>MASONRY BRICK/BLOCK/TILE</b>	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
<b>Compression Tests:</b>	
Compression Test Grout Molds	26.00/ea
Compression Test Mortar Cylinder	26.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	175.00/ea
<b>Concrete Masonry Unit:</b>	
Compression Test Masonry Unit 8"x8"x16"	175.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	175.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	375.00/ea
<b>STEEL AWS/ASTM/ASME/ANSI/API</b>	
<b>NON-DESTRUCTIVE TESTING</b>	
High Strength Bolt (HSB) Testing	130.00/hr
Bolt Pull/Load Testing	130.00/hr
Rebar Pull Testing	130.00/hr
Ceiling Wire Pull Testing	130.00/hr
NDT GPR	160.00/hr
Pachometer	110.00/hr

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GEOTECHNICAL  
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 LABORATORY SERVICES  
 POOL ENGINEERING  
 POST TENSION DESIGN

<b>LABORATORY</b>	
<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
<b>STANDARD POOL ENGINEERING SERVICES</b>	
<i>The fees quoted include response to plan check.</i>	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	300.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	195.00/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	150.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Consulting Letter	175.00/min
On-Site Steel and/or Excavation Observation	350.00/min
Patio Corner/Trellis Design	Request Quote 800.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	150.00/set
Epoxy Injection	1,500/first 10', 60.00/ft. after

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## 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:

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

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.

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

**CITY OF LODI  
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	02/11/2013
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	\$ 3,108,760.00
B. USE OF FINANCING	181	181466	1825.2250	Water Meter Program - Phase 3	\$ 3,108,760.00

**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.

Water Meter Program Phase 3 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: Wally Sanchez

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.