



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	12-20-11	AGENDA REQUEST NO:	VI-F
INITIATED BY:	HOWARD CHRISTIAN, ASSISTANT UTILITIES DIRECTOR	RESPONSIBLE DEPARTMENT:	UTILITIES
PRESENTED BY:	HOWARD CHRISTIAN, ASSISTANT UTILITIES DIRECTOR	DEPARTMENT HEAD:	SUELLEN STAGGS, DIRECTOR OF UTILITIES <i>SMS</i>
		ADDITIONAL DEPARTMENT HEAD (S):	CHRISTOPHER STEUBING, <i>CLS</i> CITY ENGINEER

SUBJECT / PROCEEDING: AUTHORIZE CONSTRUCTION CONTRACT

EXHIBITS: ENGINEER'S LETTER OF RECOMMENDATION
 BID TABULATION
 STANDARD FORM OF AGREEMENT

CLEARANCES		APPROVAL	
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LEGAL:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>Kd</i>
PURCHASING:	TODD REED, CPPB PURCHASING MANAGER <i>TR</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>

BUDGET	
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EXPENDITURE REQUIRED: \$	432,547
CURRENT BUDGET: \$	278,852 WA1104 315,000 WA1207
ADDITIONAL FUNDING: \$	0.00

RECOMMENDED ACTION

Authorize the execution of a construction contract between the City of Sugar Land and Weisinger Inc. for water well rehabilitation of the Riverstone and Soldier's Field Water wells.

EXECUTIVE SUMMARY

On Thursday, December 8, 2011, three bids were opened for the well rehabilitation(s) at the Riverstone and Soldier's Field water wells. The apparent low bidder was Weisinger Inc. with a total bid of \$432,547 and an anticipated 90-day completion time for the Riverstone well and 180-day completion time for the Soldier's Field well. Jones and Carter, Inc., the City's consulting engineer for the project, completed a reference review and evaluation and provided a letter of recommendation indicating that Weisinger Inc. is more than capable of completing this project. The Utilities Department is also familiar with Weisinger Inc. as they have successfully completed several previous projects for the City. The estimated construction costs for this project was \$436,000.

The Riverstone water well was constructed several years ago but was not placed in service until May of 2011. Before the well was placed in service, it received a standard routine cleaning. Shortly after it was placed in service, the Utilities Department began receiving water quality complaints in the immediate service area of the Riverstone water plant. Initially it was believed that the water quality issues had to do with bringing the water plant on line and reversing the flow direction in the distribution system. Later it was determined that the iron content in the Riverstone well was higher than elsewhere in the City and oxidizing in the distribution system creating the water quality issues. The zinc orthophosphate that is used city wide was not adequate to keep the iron in solution and the City was switched to a polyphosphate that is considerably more expensive. The scope of this rehabilitation will consist of pulling the well pumping equipment and acidizing the down hole to neutralize the iron producing bacteria.

The Soldier's Field water well was constructed over 20 years ago and included a 450-horse power submersible 2400 volt motor. The Utilities Department has historically had problems with large horsepower submersible installations and has converted two other wells to vertical turbine line shaft applications. The large submersibles have proven to be unreliable and expensive to maintain and due to motor issues, the Soldier's Field well was out of service for eight weeks this summer. The scope of work includes constructing a new 480-volt motor control center and replacing the submersible well pump and motor with a new vertical line shaft pump and motor. The well rehabilitation projects for 2011 and 2012 were combined into one bid to reduce costs. The 180-day construction schedule is required for the manufacture and delivery of the motor control center and the well motor (approximately 10-14 weeks).

There is \$278,852 in CIP WA1107 and \$315,000 in WA1207 for a total of \$593,852. The Utilities Department recommends that the City Council authorize the execution of the construction contract with Weisinger Inc., for the rehabilitation of the Riverstone and Soldier's Field water wells in an amount not to exceed \$432,547.

EXHIBITS



6335 Gulfton, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM

Texas Board of Professional Engineers Registration No. F-439

December 12, 2011

Mr. Howard Christian, Utilities Operations Manager
City of Sugar Land Public Works
111 Gillingham Lane
Sugar Land, Texas 77478

Re: Construction of Solider's Field Water Well Pumping Equipment Modifications and Riverstone
Water Well Rehabilitation
CIP Project No. WA1104
City of Sugar Land Public Works

Dear Mr. Christian:

We received bids for the referenced contract in the City of Sugarland Offices on December 8, 2011 at 11:00 AM. Bids were publicly opened and read at that time.

Three (3) reputable contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Weisinger Incorporated submitted the lowest Base Bid proposal in the amount of \$432,547.00.

We have worked with Weisinger Incorporated in the past and find it to be an acceptable contractor. We recommend the referenced contract be awarded to Weisinger Incorporated on the basis of its proposal in the amount of \$432,547.00.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,


A handwritten signature in black ink, appearing to read 'Kenneth J. Martinec', written in a cursive style.

Kenneth J. Martinec, P.E.

Approved By: _____

Date: _____

KJM:aml
P:\PROJECTS\00237\024\Construction\Contract Docs\ROA.doc
Enclosure
cc: Weisinger Incorporated

 JONES & CARTER, INC. <small>ENGINEERS • PLANNERS • SURVEYORS</small>	BID TABULATION SHEET			BIDS WERE RECEIVED IN THE OFFICE OF			
	City of Sugar Land			2700 Town Center Blvd. North, Suite 122 Sugar Land, TX			
Soldier's Field Water Well Pumping Equipment Modifications and Riverstone Water Well Rehabilitation					Time: 11:00AM		
Job No. 00237-024-00					Date: 12/8/2011		
	BIDDERS						
	* Weisinger Incorporated	* Layne Christensen Company	* Alsay Inc.				
Total Base Bid	\$432,547.00	\$497,840.00	\$510,313.00				
TOTAL BASE BID FOR SOILDER'S FIELD (ITEMS 1-19)	\$329,163.00	\$359,440.00	\$389,563.00				
TOTAL BASE BID FOR RIVERSTONE WATER WELL REHABILITATION (ITEMS 20-27)	\$103,384.00	\$138,400.00	\$120,750.00				
Addendum 1	X	X	X				
Addendum 2	X	X	X				
Bid Security	X	X	X				

*Denotes Calculation Error by Contractor

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Riverstone and Soldiers Field Water Well Rehabilitation WA1207

Contractor: Weisinger Incorporated

Name of Engineering Firm, if any: Jones and Carter, Inc.

Name of Owner's Project Manager: Howard Christian

Base Bid: \$ 432,547.00

Alternate Bid Item Nos.: 0.00

Total Alternate Bid Items Amount: \$ 0.00

Contract Price (Base Bid + Alternates): \$432,547.00 , as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within (Specify Calendar or Working) Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$ per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Working Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not

paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

VIII. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

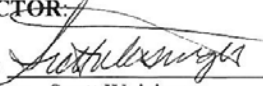
By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Name: Scott Weisinger

Title: President

Date: 12-12-11