

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AWARDING TO AND APPROVING A CONTRACT WITH JORDAN C. LEE, AN INDIVIDUAL DBA “AAA BACKFLOW PREVENTION SERVICES,” FOR BACKFLOW TESTING, CERTIFICATION AND MAINTENANCE REPAIR SERVICES AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXERCISE UP TO THREE (3) ANNUAL RENEWAL OPTIONS, SUBJECT TO APPROPRIATION OF FUNDS AND WITHOUT FURTHER CITY COUNCIL APPROVAL

WHEREAS, on May 27, 2014, City staff released an Invitation For Bid (IFB) #2073 soliciting bids for Backflow Testing and Maintenance Repair Services, which was published in the *Milpitas Post* local newspaper, on the City’s website and through the *Public Purchase* electronic procurement website; and

WHEREAS, on June 20, 2014, three (3) bids were received in response to the IFB and Jordan C. Lee, an individual dba “AAA Backflow Prevention Services” was deemed the lowest, responsible and responsive bidder; and

WHEREAS, the City’s Purchasing Agent recommends the City Council award to and approve the contract between the City and AAA Backflow Prevention Services for the period from August 6, 2014 to August 5, 2016 in the amount not to exceed Forty-Nine Thousand Three-Hundred Ten Dollars (\$49,310); and

WHEREAS, City staff also requests authority for the City Manager or designee to exercise up to three (3) annual renewal options in the annual amount of Twenty-Four Thousand Six-Hundred, Fifty-Five Dollars (\$24,655) with annual fee increases not to exceed the Consumer Price Index or three percent (3%) each year, whichever is less, without further City Council approval and subject to appropriation of funds.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council awards to and approves the contract with Jordan C. Lee, an individual dba “AAA Backflow Prevention Services” for Backflow Testing, Certification and Maintenance Repair Services from August 6, 2014 to August 5, 2016 in the amount not to exceed Forty-Nine Thousand, Three-Hundred, Ten Dollars (\$49,310), a copy of which is on file with the City of Milpitas Purchasing Agent.
3. The City Council authorizes the City Manager or designee to extend the term of the contract by exercising up to three (3) annual renewal options in the annual amount up to Twenty-Four Thousand Six-Hundred Fifty-Five Dollars (\$24,655) with annual increases based on the Consumer Price Index or up to three percent (3%), whichever is lower, subject to appropriation of funds and without further City Council approval.

PASSED AND ADOPTED this ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM

Michael J. Ogaz, City Attorney



**City of Milpitas
CONTRACT FOR SERVICES**

Project: Backflow Testing and Maintenance Repair Services

Bid No: 2072

Initial Amount of Contract: \$49,310

THIS CONTRACT, made this 6th day of August, 2014, by and between the City of Milpitas, a municipal corporation of the State of California, hereinafter referred to as "City" and Jordan C. Lee, an individual dba **AAA Backflow Prevention Services**, hereinafter referred to as "Contractor".

WITNESSETH:

A. WHEREAS, the City has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

1. Invitation For Bids and all Addenda
2. Specifications/Scope of Work
3. Instructions To Bidders
4. Terms and Conditions
5. Special Provisions For Services
6. List of Documents to be Returned with Bid
7. Bid Forms
8. Non-Collusion Affidavit
9. Bidder's Statement Regarding Insurance Coverage
10. Worker's Compensation Insurance Certificate
11. Bidder's Nondiscriminatory Employment Certificate
12. Notice of Option to Extend Contract

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Bid and further as agreed upon by the parties as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Bid, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

The initial term of this Contract is from August 6th, 2014 to August 5, 2016 ("Initial Term") in the amount not-to-exceed Forty-Nine Thousand Three Hundred-Ten Dollars (\$49,310). The City

reserves the right at its sole discretion to extend this Contract on an annual basis for up to three (3) years (with the final option year automatically expiring no later than June 30, 2019) and in an annual amount not-to-exceed Twenty-Four Thousand Six Hundred Fifty-Five Dollars (\$24,655) by providing written notice to Contractor prior to the expiration of the then applicable term and in the form attached in the Specification entitled "Notice of Exercise of Option to Extend Contract". The City will make monthly payments within thirty (30) days receipt of each approved invoice.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

CITY OF MILPITAS,
A Municipal Corporation

CONTRACTOR:
AAA Backflow Prevention Services

Thomas C. Williams, City Manager

Jordan C. Lee, Owner (Sole Proprietor)

4949 Nadotti Rd.
Stockton, Ca 95215
Telephone: (209) 931-5253
Facsimile: (209) 931-1916
E-Mail address: aaabackflow@comcast.net

Business Tax Compliance:
Certificate No. _____
FEIN: 20-4761961

Approved As To Form:

Mike Ogaz, City Attorney

Approved As To Content:

City Project/Contract Manager

ATTEST:

By: _____
Mary Lavelle, City Clerk

SPECIFICATIONS/SCOPE OF WORK

Summary

Contractor must provide labor, materials, equipment, transportation and services to annually inspect, test, repair, replace, and report on all City maintained backflow prevention devices and accessories identified by the City of Milpitas. The warranty for all maintenance repairs and replacement work shall include labor and materials for a minimum of twelve months from the date that the City of Milpitas accepts the work as completed.

There are approximately 187 public backflow prevention assemblies located on or about City of Milpitas facilities. The chart below lists the various sizes and assembly type by quantities.

Device Size	Quantity by Total	Quantity By Assembly Type		
		Reduced Pressure (RP)	Pressure Vacuum Breaker	Double Check
3/4"	15	13		2
1"	37	32		5
1-1/4"	4	3		1
1-1/2"	47	41	1	5
2"	54	49		5
2-1/2"	3	2		1
3"	19	18		1
4"	6	6		
6"	2	2		
TOTALS	187	166	1	20

There are various brands of backflow prevention devices used by the City of Milpitas. However, the Febco 825Y represents the majority equipment manufacturer and model of the City's backflow prevention devices. The majority of devices are the reduced pressure devices in sizes 1", 1-1/2" and 2".

Work Locations

A detailed list of all locations and facility staff contacts will be provided to the Contractor within five (5) business days after execution of the contract.

Testing Work

- A sample template of the form to be used to conduct inspections has been provided as a part of IFB 2072.
- Upon contract award, tester(s) shall contact the City's representative for each facility to arrange for a site visit (which may include nights and weekends) to schedule and perform the backflow prevention assembly testing.
- The tester shall test each assembly in accordance with American Water Works Association, M14 most recently published manual.
- If necessary for access to the devices to be tested and as directed by the City, the Contractor may be required to trim landscaping.
- If necessary for access to the devices to be tested and as directed by the City, the Contractor may be required to cut padlocks.
- Cleaning and flushing of the assembly are included with testing work.

- Provide a written notice to the City at least two (2) business days prior to shutting off any water source that goes to a commercial/residential building.
- Test certification results shall be provided within one week after completing testing.
- Testing results shall include reasons for failure, if applicable and a description of estimated work necessary to fix the failure.

Optional Repair Services (Prevailing Wage Compliance Required)

In the event that any backflow device does not pass testing, it shall be, at the Public Works Department's discretion, the Contractor's responsibility to repair said device. Prior to commencing work, the Contractor shall receive a written work order from the City based upon its specific written quote for the required work and pricing established from its bid. Labor, materials/parts and equipment shall be the Contractor's responsibility. Repairs shall be performed pursuant to manufacturer recommendations. The work shall include a complete replacement of all consumable items such as rubber parts, O rings, seals, seat discs, diaphragms, etc. as part of complete repair kit on both check (or air inlet if it exists) valves and relief valve if it exists.

No mark-up will be authorized for materials/parts costing less than \$25.00 that is not included in the complete repair kit and the maximum mark-up shall be five percent (5%).

It is anticipated that ten (10%) of the devices may require the optional repair services. The repair cost shall include the cost to re-test and confirm the repair as meeting certification standards.

Optional Replacement Services (Prevailing Wage Compliance Required)

In the event that any backflow device does not pass testing, it shall be, at the Public Works Department's discretion, the Contractor's responsibility to replace said device. Prior to commencing work, the contractor shall receive a written work order from the City based upon: 1) Contractor's specific written quote for the required maintenance work; 2) Contractor's pricing established from its bid. Labor, materials/parts and equipment shall be the Contractor's responsibility.

The backflow device required for replacement option shall be a Febco 825Y (small size) or LF860 (larger size) or approved equal lead free reduced pressure backflow assembly as listed on (<http://fccchr.usc.edu/list.html>). The replacement work shall include concrete pad, backflow cage per standard drawing #734 and insulation bag per specifications, as authorized. The insulation bag shall have a minimum R13 factor. A Contractor's submittal of the manufacturer's cut sheet of the device, backflow cage, insulation bag, etc as part of the work during construction is required for approval and acceptance. Re-testing and certification of passed test result shall be included in this scope of replacement work.

Work Schedule

Annual testing will be performed within thirty (30) days of notification. Re-testing and off-season tests will generally have a shorter completion time. Unless otherwise approved by the Public Works Department, all work shall be performed during regular business hours, Monday – Friday during the hours of 8:00 am – 5:00 pm PST. The Contractor will confirm with the water customer the hours of water shutdown to perform the work.

The customer acknowledgement of the shutdown notice and a shutdown schedule identifying the location and shutdown date/time shall be submitted by the Contractor to the Public Works Department – Utilities Division for approval, prior to commencing work.

Equipment

All equipment used for testing must be properly calibrated.

The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition, and capacity to efficiently perform the work and render the services required by this contract. This includes sufficient “back-up” equipment to provide uninterrupted services should there be an equipment failure.

All vehicles must be maintained in good repair, appearance, and condition at all times while performing this scope of work. Equipment, machinery, component, or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment in the performance of this scope of work.

Contractor’s vehicles and mobile equipment shall be clearly marked with the company name and/or log, active telephone number and an identification number. Vehicles used within the scope of this contract shall be equipped with a minimum of one (1) amber rotating beacon or strobe light.

Bid #: 2072
Bid Due Date: June 20, 2014

Bid Title: Backflow Testing and Maintenance Repair Services

BID FORM:

Backflow Testing and Maintenance Repair Services Bid Number 2072

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO
THE PUBLIC PURCHASE SYSTEM**

To: City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA, 95035

From: AAA Backflow Prevention Services
Name of Bidder
4949 Nadoiti Rd
Mailing Address
Stockton, CA 95215
City, State & Zip

The undersigned Bidder agrees he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. 2072 Backflow Testing and Maintenance Repair Services, in its entirety and the following documents by this reference are hereby made a part of this contract:

- a. Invitation For Bids and Addenda
- b. Specifications/Scope of Work
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. List of Documents to be Returned with Bid
- g. Bid Forms
- h. Sample Contract and Notice of Exercise of Option to Extend Agreement
- i. Non-Collusion Affidavit
- j. Bidder's Statement Regarding Insurance Coverage
- k. Worker's Compensation Insurance Certificate
- l. Bidder's Nondiscriminatory Employment Certificate
- m. Subcontractor's Listing (As applicable)
- n. Subcontractor's Acceptance of Specification Requirements (As applicable)
- o. Local Business Preference (As applicable)

Bidder acknowledges receipt of Addenda Number(s) 11, _____, and Question/Answer documents posted for the IFB on the Public Purchase website. The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

BASE BID ITEMS
THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO
THE PUBLIC PURCHASE SYSTEM

Phase I. Inspection, Certification and Testing (FIXED BASE BID FOR TWO YEARS)

ITEM	Assembly Type	Device Size	Total Devices	UNIT PRICE	EXTENDED AMOUNT
1.	Reduced Pressure (RP)	1/2"	13	\$ 65.00	\$ 845.00
2.	"	1"	32	\$ 65.00	\$ 2,080.00
3.	"	1-1/4"	3	\$ 65.00	\$ 195.00
4.	"	1-1/2"	41	\$ 65.00	\$ 2,665.00
5.	"	2"	49	\$ 65.00	\$ 3,185.00
6.	"	2-1/2"	2	\$ 65.00	\$ 130.00
7.	"	3"	18	\$ 65.00	\$ 1,170.00
8.	"	4"	6	\$ 65.00	\$ 390.00
9.	"	6"	2	\$ 65.00	\$ 130.00
		Subtotal	166		\$ 10,790.00
10.	Pressure Vacuum Breaker	1-1/2"	1	\$ 65.00	\$ 65.00
		Subtotal	1		\$ 65.00
11.	Double Check	3/4"	2	\$ 65.00	\$ 130.00
12.	"	1"	5	\$ 65.00	\$ 325.00
13.	"	1-1/4"	1	\$ 65.00	\$ 65.00
14.	"	1-1/2"	5	\$ 65.00	\$ 325.00
15.	"	2"	5	\$ 65.00	\$ 325.00
16.	"	2-1/2"	1	\$ 65.00	\$ 65.00
17.	"	3"	1	\$ 65.00	\$ 65.00
		Subtotal	20		\$ 1,300.00
		TOTAL	187		\$ 12,155.00

This work requires compliance with prevailing rate laws pursuant to the California Labor Code. As such, bidders are to provide the following Labor Wage information applicable to workers performing the scope of work for this project.

2014 HOURLY LABOR RATES
 (Supervisor, Journeyman, Apprentice, Helper and etc.)

Trade and Labor Classification	Straight time	Over-time	Holidays & Sundays	Weekend	Night Shift
Plumber Helper	52.290				

(OPTIONAL BID ITEMS-FIXED FOR TWO YEARS)

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

Phase II. Repairs (Includes re-testing/certification)

ITEM	Assembly Type	Device Size	Total Devices	UNIT PRICE
1.	Reduced Pressure (RP)	1/2"	13	\$25.00
2.	"	1"	32	\$25.00
3.	"	1-1/4"	3	\$50.00
4.	"	1-1/2"	41	\$50.00
5.	"	2"	49	\$50.00
6.	"	2-1/2"	2	\$100.00
7.	"	3"	18	\$100.00
8.	"	4"	6	\$100.00
9.	"	6"	2	\$100.00
		Subtotal	166	\$600.00
10.	Double Check	1/2"	2	\$10.00
11.	"	1"	5	\$10.00
12.	"	1-1/4"	1	\$25.00
13.	"	1-1/2"	5	\$25.00
14.	"	2"	5	\$25.00
15.	"	2-1/2"	1	\$50.00
16.	"	3"	1	\$50.00
		Subtotal	20	\$195.00
17.	Vacuum Breaker	1 1/4"	1	\$50.00

Phase III. Replacements (Reduced Pressure Assembly and Includes re-testing/certification)

ITEM	Device Size	Unit Price- Base	Unit Price- Insulation Bag	Unit Price - backflow cage and pad
17.	1/2"	\$300.00	\$80.00	\$400.00
18.	1"	\$300.00	\$80.00	\$400.00
19.	1-1/4"	\$500.00	\$150.00	\$400.00
20.	1-1/2"	\$500.00	\$100.00	\$500.00
21.	2"	\$600.00	\$100.00	\$500.00
22.	2-1/2"	\$800.00	\$150.00	\$500.00
23.	3"	\$1,000.00	\$150.00	\$500.00
24.	4"	\$1,000.00	\$200.00	\$500.00
25.	6"	\$1,500.00	\$200.00	\$500.00

Each phase of the work is to be completed within 30 days. Unit prices are final regardless of the number of trips and valid for the duration of the initial contract period of two years.

Materials Mark-up: _____

(Note: No mark-up for materials costing less than \$25.00; Maximum allowed mark-up is 5% over the actual cost.)

Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN. Please check your calculations before submitting your bid as the City of Milpitas will not be responsible for Bidder miscalculations.

Award of bid will be made to the lowest responsible and responsive bidder based upon the unit prices indicated on this bid form. All prices are firm and fixed for the contract term.

Minimum Qualifications

The work required under this solicitation must be performed by a firm with certified backflow prevention assembly testers from Cal-Nevada American Water Works Association (AWWA). In addition, where repairs or replacement of system components or devices are necessary, the firm performing work required under this solicitation must be appropriately licensed by the California State Contractor's License Board (CSCLB). Copies of the requisite proof of certification and contractor's licenses are required to be submitted as part of the bid package.

Maximum Completion Time: 45 days Days from receipt of order or notice to proceed.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No x Initials JCL

If so, provide the subcontractor's list along with each subcontractor's name and respective Contractor's license number on the Subcontractor's Listing Form/Bid Form

<u>Sole Proprietorship</u>	<u>California Active Status (Registered, Corp, LLC)</u>
Type of Legal Entity (Corp, Partnership, Sole Proprietorship)	
<u>AAA Backflow Prevention Service</u>	<u>Jordan C Lee</u>
Bidder Name (Person, Firm, Corp.)	Signature of Authorized Representative
<u>4949 Nadotti Rd</u>	<u>Jordan C Lee</u>
Address	Name of Authorized Representative
<u>Stockton, CA 95215</u>	<u>Owner</u>
City, State, Zip Code	Title of Authorized Representative
<u>209-931-5253</u>	<u>209-931-1916</u>
Telephone Number	Facsimile Number
<u>aaabackflow@comcast.net</u>	<u>20-4761961</u>
E-Mail Address:	FEIN

**City of Milpitas
BID CLARIFICATION**

**BID FORM
Backflow Testing and Maintenance Repair Services Bid Number 2072**

**THIS FORM MUST BE E-MAILED BACK TO: nnelson@ci.milpitas.ca.gov
BY NO LATER THAN: 2:00 p.m. June 24, 2014.**

From: AAA Backflow Prevention Services
Name of Bidder

The undersigned Bidder submitted a bid in response to City of Milpitas IFB #2072, Backflow Testing and Maintenance Repair Services that requires further clarification in order to fairly evaluate all bids received.

The requested clarification pertains to Phases II and III of bids received by the bid due date. Please complete the following information:

1. 2014 HOURLY LABOR RATES (Use additional page as attachment if required)

Trade(s) (i.e. Plumber, Inspector, Laborer)	Labor Classification(s) (i.e. Journeyman, Apprentice, Helper and etc.)	Straight time	Over-time	Holidays & Sundays	Weekend	Night Shift
Plumber	owner	\$57.91	\$117.80	\$117.80	\$117.80	\$117.80

2. Phases II & III Repairs and Replacements Unit Prices Quoted
(Please check one box for each phase quoted)

Phase II Repair Unit Price Quoted		Phase III Replacement Unit Price Quoted	
<input checked="" type="checkbox"/> EACH	<input type="checkbox"/> TOTAL QUANTITY	<input checked="" type="checkbox"/> EACH	<input type="checkbox"/> TOTAL QUANTITY

All other terms and conditions of the bid offer shall remain the same as bid.

AAA Backflow Prevention Services
Bidder Name (Person, Firm, Corp.)

Jordan Lee
Name of Authorized Representative

AAAbackflow@Comcast.net
E-Mail Address

Jordan C. Lee
Signature of Authorized Representative

owner
Title of Authorized Representative

209-931-5253 / 209-404-7955 Cell
Telephone Number