



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Lower Sacramento Road West Frontage Road Wastewater Pipe Improvement (Bayberry Drive to Tejon Street) to Granite Construction Company, of Watsonville (\$83,677), and Appropriating Funds (\$100,400)

MEETING DATE: May 7, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Lower Sacramento Road West Frontage Road Wastewater Pipe Improvement (Bayberry Drive to Tejon Street) to Granite Construction Company, of Watsonville, in the amount of \$83,677 and appropriating funds in accordance with the recommendation shown below.

BACKGROUND INFORMATION: This project consists of installing 980 lineal feet of 6-inch wastewater pipe, constructing four wastewater manholes, reconnecting fourteen wastewater laterals, and other incidental and related work, all as shown on the plans and specification for the above project. The locations of the affected homes are shown on the attached Exhibit A.

Plans and specifications for this project were approved on April 2, 2008. The City received the following eight bids for this project on April 23, 2008.

| Bidder | Location | Base Bid |
|-------------------------------|-------------|--------------|
| Engineer's Estimate | | \$87,350.00 |
| Granite Construction Company | Watsonville | \$83,677.00 |
| L.R. Gomez Construction | Dixon | \$85,044.00 |
| Preston Pipelines, Inc. | Milpitas | \$85,162.00 |
| DSS Company | Stockton | \$89,334.00 |
| Teichert Construction | Stockton | \$102,882.00 |
| Hydro X Services, Inc. | Woodbridge | \$114,423.26 |
| William G. McCullough Company | Antioch | \$120,332.00 |
| Sierra National Construction | Carmichael | \$171,460.72 |

FISCAL IMPACT: There will be a slight increase in the long-term maintenance of the added wastewater pipe and manholes. However, this project will also decrease the amount of maintenance required for service of the laterals in this area

APPROVED: _____


Blair King, City Manager

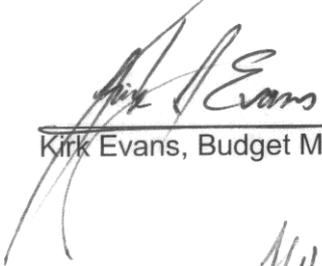
Adopt Resolution Awarding Contract for Lower Sacramento Road West Frontage Road Wastewater Pipe Improvement (Bayberry Drive to Tejon Street) to Granite Construction Company, of Watsonville (\$83,677), and Appropriating Funds (\$100,400)

May 7, 2008

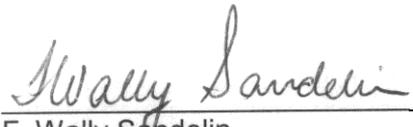
Page 2

FUNDING AVAILABLE: The requested appropriation includes contingencies, contract administration and construction inspection.

Requested Appropriation (\$100,400): Wastewater Capital (171010)



Kirk Evans, Budget Manager



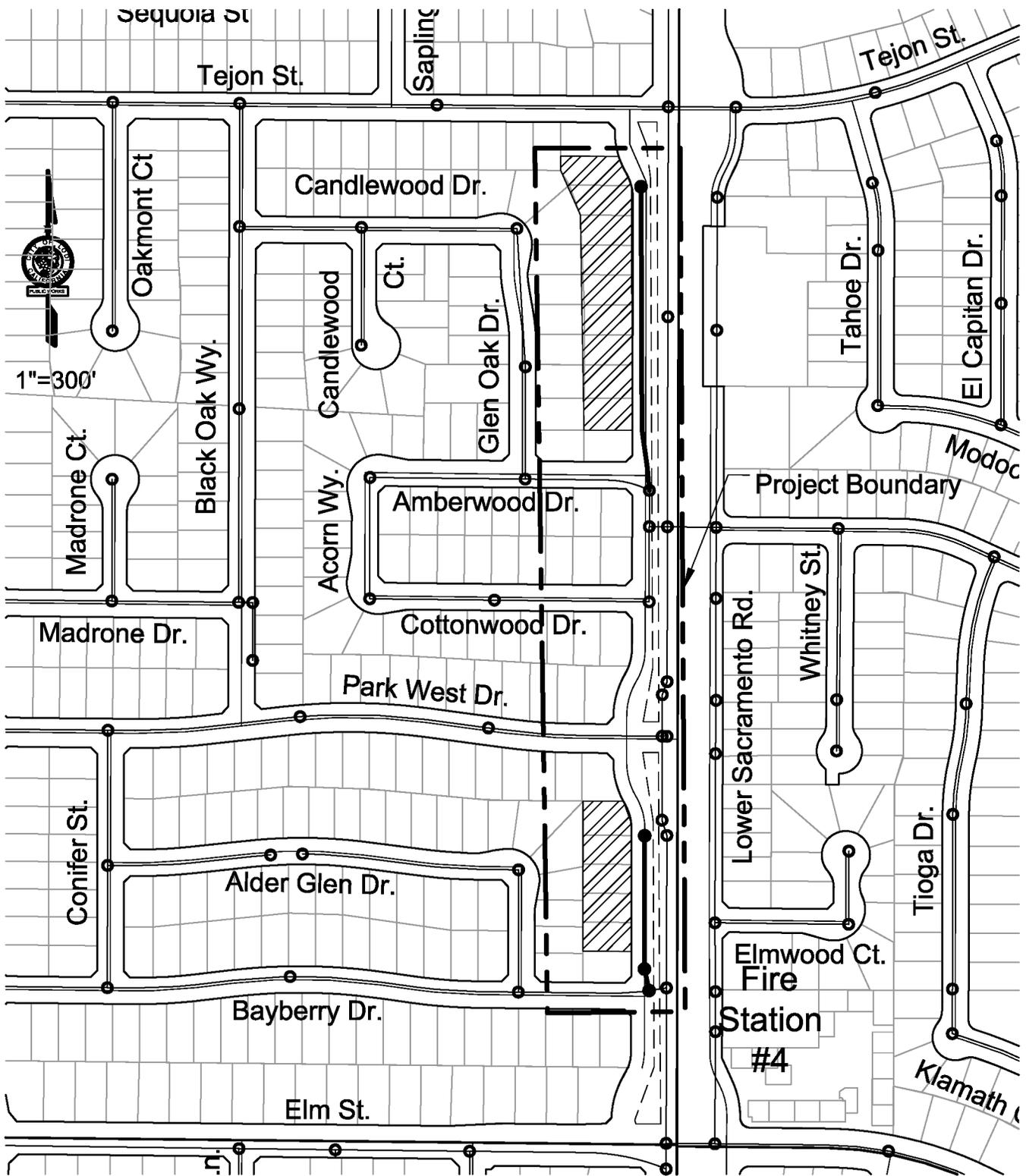
F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney
Purchasing Officer
Water Services Manager



= Affected Residences



= Proposed WW Pipe and Manhole

**LOWER SACRAMENTO ROAD WEST FRONTAGE ROAD
WASTEWATER PIPE IMPROVEMENTS
(BAYBERRY DRIVE TO TEJON STREET)**

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 GRANITE CONSTRUCTION COMPANY, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

| | |
|------------------------|-------------------------------------|
| Notice Inviting Bids | The July 2002 Edition, |
| Information to Bidders | Standard Specifications, |
| General Provisions | State of California, |
| Special Provisions | Business and Transportation Agency, |
| Bid Proposal | Department of Transportation |
| Contract | |
| Contract Bonds | |
| Plans | |

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 in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, 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 trench and install 978 lineal feet of 8-inch wastewater pipe, construct 4 wastewater manholes, reconnect 14 wastewater services, and other incidental and related work, all as shown on the plans and specifications for "Lower Sacramento Road West Frontage Road Wastewater Pipe Improvements (Bayberry Drive to Tejon Street)".

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION | UNIT | EST'D. QTY | UNIT PRICE | TOTAL PRICE |
|----------|---|------|------------|-------------|-------------|
| 1. | Traffic Control | LS | 1 | \$ 7,000.00 | \$ 7,000.00 |
| 2. | Excavation Safety | LS | 1 | \$ 2,500.00 | \$ 2,500.00 |
| 3. | Trench and Install 8-Inch Wastewater Pipe | LF | 978 | \$ 46.50 | \$45,477.00 |
| 4. | Reconnect 4-Inch Wastewater Service | EA | 14 | \$ 1,000.00 | \$14,000.00 |
| 5. | 48-Inch Wastewater Manhole | EA | 4 | \$ 3,500.00 | \$14,000.00 |
| 6. | Wastewater Service Abandonment | EA | 14 | \$ 50.00 | \$ 700.00 |
| TOTAL | | | | | \$83,677.00 |

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

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

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. 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 within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 18 WORKING DAYS.

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 IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. 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: _____
Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-78

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE LOWER SACRAMENTO ROAD WEST FRONTAGE ROAD WASTEWATER PIPE IMPROVEMENT (BAYBERRY DRIVE TO TEJON STREET) AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 23, 2008, at 11:00 a.m., for the Lower Sacramento Road West Frontage Road Wastewater Pipe Improvement (Bayberry Drive to Tejon Street), described in the specifications therefore approved by the City Council on April 2, 2008; and

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

| Bidder | Location | Base Bid |
|-------------------------------|-------------|--------------|
| Engineer's Estimate | | \$87,350.00 |
| Granite Construction Company | Watsonville | \$83,677.00 |
| L.A. Gomez Construction | Dixon | \$85,044.00 |
| Preston Pipelines, Inc. | Milpitas | \$85,162.00 |
| DSS Company | Stockton | \$89,334.00 |
| Teichert Construction | Stockton | \$102,882.00 |
| Hydro X Services, Inc. | Woodbridge | \$114,423.26 |
| William G. McCullough Company | Antioch | \$120,332.00 |
| Sierra National Construction | Carmichael | \$171,460.72 |

WHEREAS, staff recommends award of the contract to Granite Construction Company, of Watsonville, California, in the amount of \$83,677.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards the contract for the Lower Sacramento Road West Frontage Road Wastewater Pipe Improvement (Bayberry Drive to Tejon Street) to Granite Construction Company, of Watsonville, California, in the amount of \$83,677; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,400 be appropriated from Wastewater Capital funds (171010).

Dated: May 7, 2008

I hereby certify that Resolution No. 2008-78 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 7, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Mayor Mounce


City Clerk JHL