



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Awarding Contract for Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane to Tim Paxin's Pacific Excavation, Inc., of Elk Grove (\$102,056) and Appropriating Funds (\$138,000)

MEETING DATE: September 17, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the above project to Tim Paxin's Pacific Excavation, Inc., of Elk Grove, in the amount of \$102,056 and appropriating funds in accordance with the recommendation shown below.

BACKGROUND INFORMATION: This project includes installing new larger cabinet foundations and replacing the existing signal cabinet, controller, and auxiliary equipment at Church Street and Lockeford Street and at Elm Street and Ham Lane. In addition, the project includes installing vehicle and pedestrian detection at Church Street and Lockeford Street. The project also includes the city separately purchasing standardized signal controller/cabinet systems in accordance with City Council's April 15, 1998 approval.

At both intersections, the majority of the auxiliary equipment is obsolete and can no longer be serviced or repaired. This project is part of a City-wide program to replace obsolete traffic signal equipment and improve operations while reducing maintenance costs. Plans and specifications for this project were approved on August 6, 2008. The City received the following six bids for this project on August 27, 2008.

Bidder	Location	Bid
Engineer's Estimate		\$ 109,000
Pacific Excavation, Inc.	Elk Grove, CA	\$ 102,056
Collins Electrical Company	Stockton, CA	\$ 103,300
Richard A. Heaps, Inc.	Sacramento, CA	\$ 106,824
Republic ITS, Inc.	Novato, CA	\$ 108,650
Steiny & Company, Inc.	Vallejo, CA	\$ 111,305
Angelo Utilities	Stockton, CA	\$ 114,100

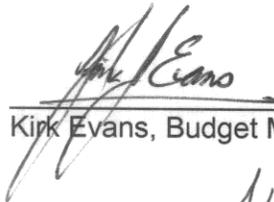
FISCAL IMPACT: This project provides cost savings by reducing the variety of obsolete equipment, maintenance and electrical costs.

APPROVED: 
Blair King, City Manager

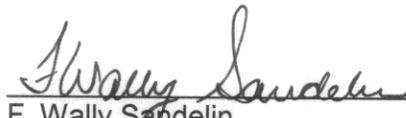
Adopt Resolution Awarding Contract for Traffic Signal Modification Project at Church Street and
Lockeford Street and at Elm Street and Ham Lane to Tim Paxin's Pacific Excavation, Inc., of Elk Grove
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September 17, 2008
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FUNDING AVAILABLE: Funds were appropriated in the FY 07/08 Budget but rolled back into fund
balance at the end of the year. Funds were not appropriated this year. The
requested appropriation includes contingency and signal controller/cabinet
equipment.

Requested Appropriation:	\$ 105,000	TDA
	\$ 33,000	Street Fund (320)
	\$ 138,000	TOTAL



Kirk Evans, Budget Manager



F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer

FWS/PJF/pmf

cc: City Attorney
Purchasing Officer
Streets and Drainage Manager

**CHURCH STREET AND LOCKEFORD STREET
ELM STREET AND HAM LANE
TRAFFIC SIGNAL MODIFICATION PROJECT**

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 TIM PAXIN'S PACIFIC EXCAVATION, INC., 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 construct and install a new cabinet foundation and replace the cabinet controller equipment at Elm Street and Ham Lane intersection, and install new video detection, loop detectors, pedestrian push buttons, install a new cabinet foundation, and replace the cabinet controller equipment at Church Street and Lockeford Street, other incidental and related work, all as shown on the plans and specifications for the above project. Optional bid items include remove and replace the vehicle and pedestrian signals, backplates, LED signal modules, mountings and other incidental and related work at Church Street and Lockeford Street, all as shown on the plans and specifications for the "Church Street and Lockeford Street, and Elm Street and Ham Lane, Traffic Signal Modification Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Signal Modifications at Church Street and Lockeford Street	LS	1	\$ 72,360.00	\$72,360.00
2.	Traffic Signal Modifications at Elm Street and Ham Lane	LS	1	\$ 14,215.00	\$14,215.00
3.	Remove and Install New Vehicle Signals, Backplates, LED Signal Modules, and Mounting at Church Street and Lockeford Street	EA	8	\$ 1,177.00	\$ 9,416.00
4.	Remove and Install New Pedestrian Signals, LED Signal Modules, and Mounting at Church Street and Lockeford Street	EA	5	\$ 1,213.00	\$ 6,065.00
TOTAL					\$102,056.00

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 Mayor has executed the contract and to diligently prosecute to completion within 30 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


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RESOLUTION NO. 2008-185

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR TRAFFIC SIGNAL
MODIFICATION PROJECT AT CHURCH STREET AND
LOCKEFORD STREET AND AT ELM STREET AND
HAM LANE AND FURTHER APPROPRIATING FUNDS

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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 August 27, 2008, at 11:00 a.m. for the Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane described in the specifications therefore approved by the City Council on August 6, 2008; and

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

<u>Bidder</u>	<u>Bid</u>
Pacific Excavation, Inc.	\$ 102,056
Collins Electrical Company	\$ 103,300
Richard A. Heaps, Inc.	\$ 106,824
Republic ITS, Inc.	\$ 108,650
Steiny & Company, Inc.	\$ 111,305
Angelo Utilities	\$ 114,100

WHEREAS, staff recommends awarding the contract for the Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane project to the low bidder, Tim Paxin's Pacific Excavation, Inc., of Elk Grove, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane to the low bidder, Tim Paxin's Pacific Excavation, of Elk Grove, California, in the amount of \$102,056; and

BE IT FURTHER RESOLVED that funds in the amount of \$138,000 be appropriated from TDA funds (\$105,000) and the Street fund (\$33,000) for this project.

Dated: September 17, 2008

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I hereby certify that Resolution No. 2008-185 was passed and adopted by the Lodi City Council in a regular meeting held September 17, 2008, by the following votes:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk