



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Building Demolition at 17 East Elm Street Project to Double B Demolition, of Folsom (\$39,913)
MEETING DATE: August 5, 2009
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Building Demolition at 17 East Elm Street Project to Double B Demolition, of Folsom, in the amount of \$39,912.80.

BACKGROUND INFORMATION: This project will include the proper removal of asbestos material, the demolition of an existing 8,000 square foot building (with a full basement), site clean-up and grading, and the installation of approximately 200 lineal feet of chain link fence at 17 East Elm Street.

The City-owned parcel at 17 East Elm Street includes an abandoned building which is in a state of disrepair. The building is littered with debris, and the floor over the basement is unstable.

Community Development Block Grant Funds will be used to pay for the work involved in the asbestos abatement, the demolition of the building, the chain link fencing, and the clean-up of this site.

Plans and specifications for this project were approved on April 15, 2009. The City received the following eleven bids for this project on July 1, 2009.

Bidder	Location	Bid
Engineer's Estimate		\$83,240.00
Double B Demolition	Folsom	\$39,912.80
W.C. Maloney	Stockton	\$48,717.20
Jim Thorpe Oil	Lodi	\$52,896.00
Evans Brothers	Livermore	\$66,565.00
Pantano Excavating	Manteca	\$71,268.80
Delta Demolition	Brentwood	\$72,113.40
Delta Oilfield	Woodland	\$81,462.00
Diede Construction	Lodi	\$84,247.29
Matthews Demolition	Fresno	\$103,881.60
PARC Specialty	Sacramento	\$104,890.40
Soil Enterprises	Brentwood	\$127,399.40

FISCAL IMPACT: There should be a slight reduction in maintenance costs with the removal of this building and the clean-up of this parcel.

FUNDING AVAILABLE: Community Development Block Grant Funds (\$46,000)

 Jordan Ayers
 Deputy City Manager/Internal Services Director

 F. Wally Sandelin
 Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
 cc: City Attorney
 Fleet and Facilities Manager

Purchasing Officer
 community Improvement Manager

APPROVED:

 Blair King, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DOUBLE B DEMOLITION, 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 1992 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

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 complete the abatement of asbestos material, demolition of an 8,000 square foot building (with full basement), removal and disposal of demolition debris, backfill of basement, site grading, and other incidental and related work, all as shown on the plans and specifications for "Building Demolition at 17 East Elm Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Abatement of Asbestos Material (Roofing mastic)	LF	300 (F)	\$ 6.00	\$ 1,800.00
2.	Site Clean-Up	LS	■	\$ 2,000.00	\$ 2,000.00
3.	Demolition of Structure	LS	1	\$ 7,442.00	\$ 7,442.00
4.	Basement Backfill	CY	2,400	\$ 3.33	\$ 7,992.00
5.	Removal and Disposal of Demolished Structure	LS	1	\$ 15,000.00	\$15,000.00
6.	Chain-Link Fence	LF	220	\$ 21.04	\$ 4,628.80
7.	16-Foot Swing Gate Installation	EA	■	\$ 1,050.00	\$ 1,050.00
TOTAL					\$39,912.80

(F) Denotes Final Pay Quantity

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

acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - 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 5 calendar days after the Contractor has been issued a building permit and to diligently prosecute to completion within 15 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. 2009-104

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR BUILDING
DEMOLITION AT 17 EAST ELM STREET

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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 July 1, 2009, at 11:00 a.m. for the Building Demolition at 17 East Elm Street Project, described in the specifications therefore approved by the City Council on April 15, 2009; and

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

Bidder	Bid
Engineer's Estimate	\$83,240.00
Double B Demolition	\$39,912.80
W.C. Maloney	\$48,717.20
Jim Thorpe Oil	\$52,896.00
Evans Brothers	\$66,565.00
Pantano Excavating	\$71,268.80
Delta Demolition	\$72,113.40
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Diede Construction	\$84,247.29
Matthews Demolition	\$103,881.60
PARC Specialty	\$104,890.40
Soil Enterprises	\$127,399.40

WHEREAS, staff recommends awarding the contract for the Building Demolition at 17 East Elm Street Project to the low bidder, Double B Demolition, of Folsom, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Building Demolition at 17 East Elm Street Project to the low bidder, Double B Demolition, of Folsom, California, in the amount of \$39,912.80.

Dated: August 5, 2009

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I hereby certify that Resolution No. 2009-104 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 5, 2009, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk