



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road, to Hemington Landscape Services, Inc., of Cameron Park (\$883,562)

MEETING DATE: March 17, 2010

PREPARED BY: Public Works Director

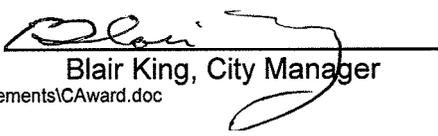
RECOMMENDED ACTION: Adopt a resolution awarding the contract for the DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road to Hemington Landscape Services, Inc., of Cameron Park, in the amount of \$883,562.

BACKGROUND INFORMATION: This project consists of providing and installing a new 6-foot high chain link fence, concrete mow strip, concrete flatwork, stamped concrete driveway, automatic irrigation system, Maxicom irrigation control equipment, 50-horsepower irrigation booster pump, drop inlet catch basins and piping, placement and compaction of salvaged asphalt concrete grindings, soil amendments, grading, hydro-seeding of “no-mow” turf, mechanical sprig planting of Bermuda turf and other incidental and related work.

The completion of this project will allow the Parks and Recreation Department to add new play areas for its soccer, flag football, and softball programs. The new fields should be ready for program use in the spring of 2011. This project will also install a “no-mow” turf in the storm drain detention basin area to provide some measure of erosion control and dust control on the slopes of this basin.

Plans and specifications for this project were approved on January 6, 2010. The City received the following 18 bids for this project on February 24, 2010.

Bidder	Location	Bid
Engineer’s Estimate		\$ 1,502,646.20
Hemington Landscape Services, Inc.	Cameron Park	\$ 883,562.00
Parker Landscape	Sacramento	\$ 890,361.96
A. M. Stephens Construction	Lodi	\$ 892,676.00
ValleyCrest Landscape	Sacramento	\$ 903,484.40
Diede Construction	Lodi	\$ 907,401.15
Elite Landscape	Clovis	\$ 913,046.77
Perma Green HydroSeed	Gilroy	\$ 935,105.85
Knife River Construction	Stockton	\$ 950,565.20
Goodland Landscape	Tracy	\$ 965,001.28
Granite Construction	Stockton	\$ 968,923.00
Watkins-Bortolussi	San Rafael	\$ 970,046.33
Gateway Landscape	Livermore	\$ 979,600.00

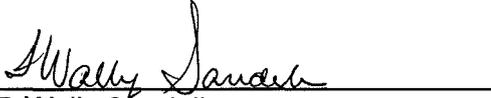
APPROVED: 
Blair King, City Manager

Bidder	Location	Bid
Blossom Valley	San Jose	\$ 987,088.05
Cleary Brothers	Danville	\$ 997,877.80
Suarez & Munoz Construction	Hayward	\$ 999,467.00
Star Construction	San Bruno	\$ 1,071,663.50
ICE Builders	Anaheim	\$ 1,088,581.78
George Reed, Inc.	Lodi	\$ 1,164,568.40

FISCAL IMPACT: There will be an increase in long-term park and storm drain maintenance costs.

FUNDING AVAILABLE: Parks Impact Fees (1217040) \$390,000
 Storm Drain Impact Fee (326040) \$595,000


 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
 Purchasing Officer
 Streets and Drainage Superintendent
 Parks Superintendent
 Management Analyst Areida-Yadav

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and HEMINGTON LANDSCAPE SERVICES, 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 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:

The work consists of providing and installing new 6 foot high chain link fence, concrete mow strip, concrete flat work, automatic irrigation system, Maxicom irrigation control equipment, 15HP irrigation booster pump, drop inlet catch basins and piping, underground electrical, placement and compaction of salvaged asphalt grinding roadway, soil amendments, fine grading, hydro-seeding of "no-mow" turf, mechanical sprig planting of Bermuda turf and other incidental and related work, all as shown on the plans and specifications for the project.

DeBENEDETTI PARK LOW FLOW AREA CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$7,200.00	\$7,200.00
2.	Dust Control	LS	1	\$8,415.01	\$8,415.01
3.	Furnish, Install and Maintain Storm Water Pollution Prevention Plan	LS	1	\$2,700.00	\$2,700.00
4.	Furnish All Labor, Materials and Equipment for Grading basin Areas	SF	696,960	\$0.05	\$34,848.00
5.	Furnish and Install 30-Inch x 60-Inch Water Meter Box	LS	1	\$750.00	\$750.00
6.	Furnish and Install New 6-Inch Water gate Valve and 6-Inch Blow-Off	LS	1	\$850.00	\$850.00
7.	Furnish and Install 6-Inch Ductile Iron Water Line	LF	475	\$30.00	\$14,250.00
8.	Furnish and Install Drop In-Let Catch Basins with 12-Inch Laterals, Concrete Aprons and Rip Rap Outlets	EA	3	\$750.00	\$2,250.00
9.	Furnish and Install 8-Foot Wide Concrete Walkway	SF	16,700	\$3.00	\$50,100.00

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
10.	Furnish and Install Concrete Curb Returns with Truncated Domes	EA	2	\$1,050.00	\$2,100.00
11.	Furnish and Install 6-Inch x12-Inch Concrete Curb	LF	26	\$17.34	\$450.84
12.	Furnish and Install Vertical Curb and Gutter	LF	64	\$21.00	\$1,344.00
13.	Furnish and Install 6-Inch Re-Enforced Concrete Driveway Pads	SF	1,400	\$5.00	\$7,000.000
14.	Furnish and Install New Concrete Flat Work Utility Enclosure	SF	1,080	\$3.00	\$3,240.00
15.	Furnish and Install 6-Foot Chain Link Fence with 24-Inch Wide Concrete Mow Strip	LF	2,515	\$34.00	\$85,510.00
16.	Furnish and Install 6-Foot Chain Link Fence	LF	675	\$25.00	\$16,875.00
17.	Furnish and Install 26-Foot Wrought iron Double Swing Gate with Plate Lettering	EA	1	\$3,800.00	\$3,800.00
18.	Furnish and Install 16-Foot Double Swing Gates	EA	2	\$1,080.00	\$2,160.00
19.	Furnish and Install 8-Foot Double Swing Gate	EA	1	\$803.00	\$803.00
20.	Furnish and Install 4-Foot Man Gate	EA	1	\$559.00	\$559.00
21.	Remove and Re-Install Existing Temporary Chain Link Fencing	LF	2,150	\$2.68	\$5,762.00
22.	Furnish and Install Portable Chain Link Fencing	LF	2,150	\$1.85	\$3,977.50
23.	Furnish and Install Recycled Plastic Header Board and Steel Stakes	LF	1,750	\$5.34	\$9,345.00
24.	Place and Compact Salvaged Asphalt Grindings	CY	320	\$26.44	\$8,460.80

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
25.	Furnish and Install Compacted Base Rock at Lwr. Sac. Driveway	CY	30	\$77.00	\$2,310.00
26.	Furnish and Install Stamped Concrete Driveway at Lwr. Sac. Rd.	SF	450	\$13.50	\$6,075.00
27.	Furnish and Install Asphalt Concrete Paving at Lwr. Sac. Rd. Driveway	TON S	14	\$236.00	\$3,304.00
28.	Furnish and Install 6-Inch Double Check Valve Assembly	EA	1	\$5,500.00	\$5,500.00
29.	Furnish and Install 50 HP RainBird VFD Irrigation Booster Pump	EA	1	\$49,100.00	\$49,100.00
30.	Furnish and Install Automatic Irrigation System	SF	872,210	\$0.23	\$200,608.30
31.	Furnish and Install RainBird Maxicom Irrigation Controllers and Enclosures	LS	1	\$42,322.00	\$42,322.00
32.	Furnish All Labor, Materials and Equipment for Soil Amendments and Fertilizer	SF	696,960	\$0.23	\$160,300.80
33.	Furnish and Install Hydro-Seeded "No-Mow" Turf Application	SF	175,250	\$0.08	\$14,020.00
34.	Furnish and Install Mechanical Sprig "Bermuda" Turf Application	SF	696,960	\$0.10	\$69,696.00
35.	Furnish All Labor, Materials and Equipment for Pre-Emergent Herbicide Application	LBS	1,600	\$1.50	\$2,400.00
36.	Furnish & Install 2-Inch Ductile Iron Water Line with Ball Valve & Cap	LF	50	\$20.00	\$1,000.00
37.	Provide a 180-Day Landscape maintenance Period	LS	1	\$50,113.00	\$50,113.00

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
38.	Furnish All Labor, materials and Equipment to Relocate (E) Fire Hydrant	LS	1	\$1,800.00	\$1,800.00
39.	Furnish All Labor, Materials and Equipment to Remove and Re-Install (E) "No Parking" Signs	EA	10	\$100.00	\$1,000.00
40.	Excavation Safety	LS	1	\$1,262.75	\$1,262.75
TOTAL:					\$883,562.00

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 proposai 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 **120 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

Blair King
City Manager, City of Lodi

By: _____

Attest:

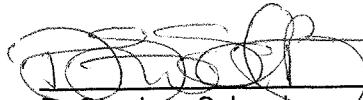
Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Dated: _____

Approved as to form:



D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2010-25

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR DEBENEDETTI PARK
PHASE I IMPROVEMENTS, 2350 SOUTH LOWER
SACRAMENTO ROAD

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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 February 24, 2010, at 11:00 a.m. for the DeBenedetti Park Phase I Improvements, 2350 South Lower Sacramento Road, described in the plans and specifications therefore approved by the City Council on January 6, 2010; and

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

Bidder	Bid
Hemington Landscape Services, Inc.	\$ 883,562.00
Parker Landscape	\$ 890,361.96
A. M. Stephens Construction	\$ 892,676.00
ValleyCrest Landscape	\$ 903,484.40
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Cleary Brothers	\$ 997,877.80
Suarez & Munoz Construction	\$ 999,467.00
Star Construction	\$1,071,663.50
ICE Builders	\$1,088,581.78
George Reed, Inc.	\$1,164,568.40

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park Phase I Improvements, 2350 South Lower Sacramento Road, to the low bidder, Hemington Landscape Services, Inc., of Cameron Park, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park Phase I Improvements, 2350 South Lower Sacramento Road, to the low bidder, Hemington Landscape Services, Inc., of Cameron Park, California, in the amount of \$883,562.00.

Dated: March 17, 2010

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I hereby certify that Resolution No. 2010-25 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 17, 2010, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk