



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for 2010 Street Improvements Project to Granite Construction Company, of Stockton (\$886,885) and Appropriating Funds (\$1,064,262)

**MEETING DATE:** May 19,2010

**PREPARED BY:** PublicWorks Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for the 2010 Street Improvements project to Granite Construction Company, of Stockton, in the amount of \$886,885 and appropriating funds in the amount of \$1,064,262.

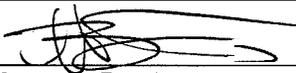
**BACKGROUND INFORMATION:** This project consists of installing 7,100 tons of asphalt concrete overlay with pavement fabric, performing 9,100 square feet of pavement dig-out, reconstructing 67,740 square feet of asphalt concrete pavement, and other incidental and related work, all as shown on the plans and specifications for the project. The locations of the street improvements are shown on Exhibit A.

The proposed project is part of the 2010 Street Maintenance Project for Proposition 1B Funding which was approved by the City Council on November 4, 2009 (Resolution No. 2009-154). The street improvements on Ham Lane and Vine Street are expected to start in June 2010 to avoid conflicts with Lodi Unified School District's schedule for Tokay High School and Lodi Middle School. The project is expected to be completed before the start of the school year in July 2010.

Plans and specifications for this project were approved on April 7, 2010. The City received the following nine bids for this project on May 4, 2010.

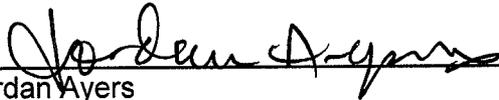
Bidder	Location	Bid
Engineer's Estimate		\$ 1,024,958.00
Granite Construction	Stockton	\$ 886,885.00
G & L Brock Construction	Stockton	\$ 928,141.58
Teichert Construction	Stockton	\$ 944,340.00
George Reed, Inc.	Modesto	\$ 1,012,518.95
Knife River Construction	Stockton	\$ 1,042,630.95
Bay Cities Paving & Grading	Concord	\$ 1,048,300.61
Top Grade Construction	Livermore	\$ 1,050,765.70
A.M. Stephens Construction	Lodi	\$ 1,189,374.00
*Vintage Paving Company	Winters	\$ 1,031,567.02

\* Vintage Paving Company did not submit Receipt of Addendum No. 1.

APPROVED:   
 Konradt Bartlam, Interim City Manager

**FISCAL IMPACT:** There will be decrease in street maintenance costs for the newly improved street sections.

**FUNDING AVAILABLE:** Requested Appropriation:  
Proposition 1B Fund: \$1,064,262

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Service Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

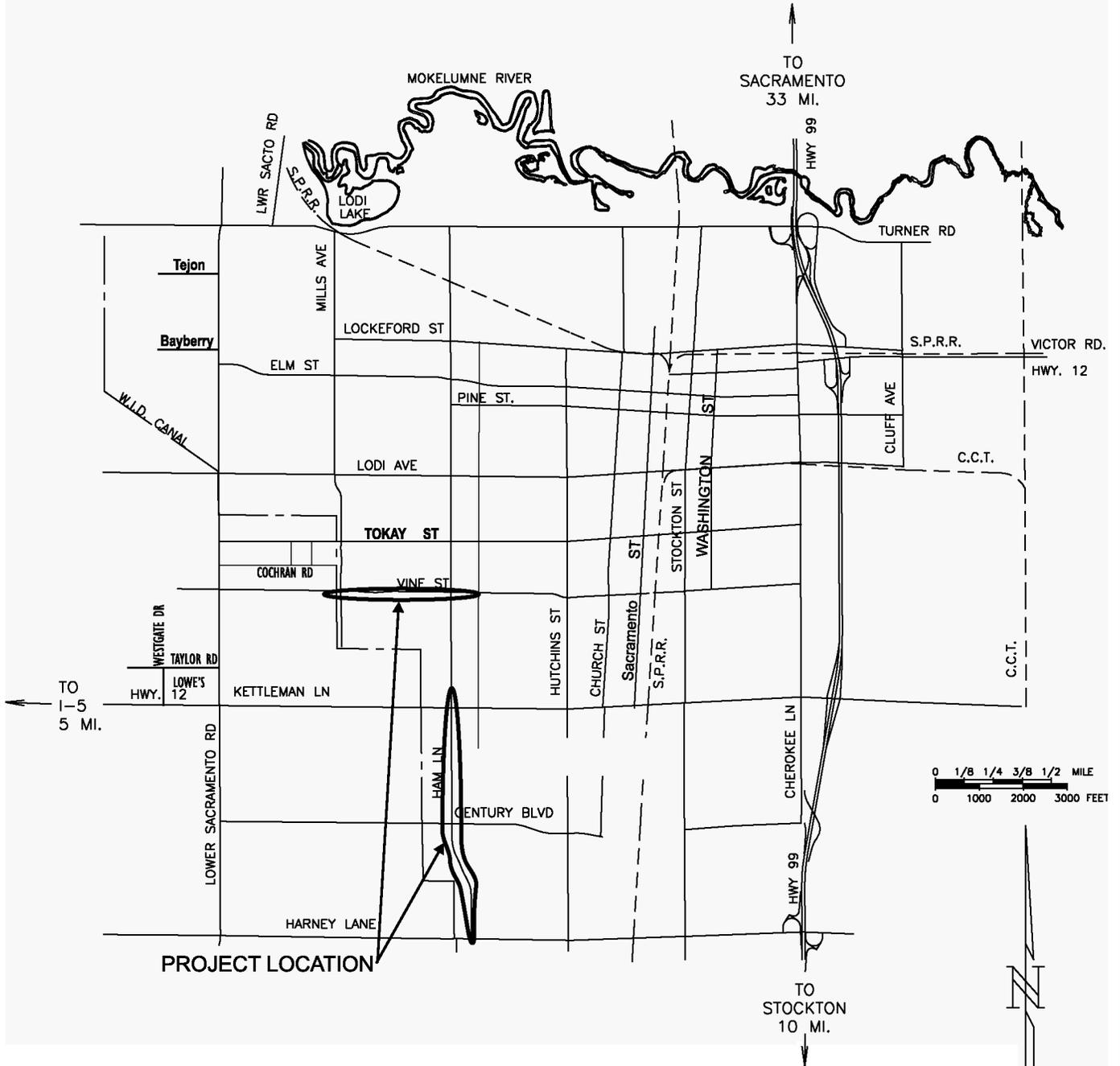
Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
Attachment  
cc: City Attorney  
Purchasing Officer  
Senior Civil Engineer Chang  
Deputy Public Works Director Swimley  
Management Analyst Areida-Yadav



**CITY OF LODI**  
PUBLICWORKSDEPARTMENT

**EXHIBIT A**

2010 Street Improvements Project  
Ham Lane, Harney to Kettleman  
Vine Street, Mills to Fairmont



**PROJECT LOCATION**

**2010 STREET IMPROVEMENTS PROJECT  
Ham Lane, Harney Lane to Kettleman Lane  
Mine Street, Mills Avenue to Fairmont Avenue**

**CONTRACT**

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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 install 7,100 tons of asphalt concrete overlay with pavement fabric, perform 9,100 square feet of pavement dig-out, reconstruct 69,740 square feet of asphalt concrete pavement, and other incidental and related work, all as shown on the plans and specifications for "2010 Street Improvements Project".

CONTRACT ITEMS

ITEM NO	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00
2.	Construction Notification	LS	1	\$ 3,500.00	\$ 3,500.00
3.	Water Pollution Control	LS	1	\$ 2,759.00	\$ 2,759.00
4.	Remove Existing Concrete	SF	3,668	\$ 3.00	\$ 11,004.00
5.	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
6.	Roadway Excavation	CY	2,582	\$ 5.00	\$ 12,910.00
7.	Lime-Treated Subgrade	SY	4,639	\$ 3.00	\$ 13,917.00
8.	Compact Original Ground	SF	69,740	\$ 0.15	\$ 10,461.00
9.	Concrete Subgrade Compaction	SF	4,049	\$ 1.00	\$ 4,049.00
10.	Pavement Crack Seal	LB	2,200	\$ 2.72	\$ 5,984.00
11.	Pavement Reinforcing Fabric	SY	28,000	\$ 1.50	\$ 42,000.00
12.	Asphalt Concrete	Ton	9,367	\$ 60.00	\$ 562,020.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
13.	Pavement Repair	SF	9,100	\$ 2.65	\$ 24,115.00
14.	Pavement Grinding (6-Foot Taper)	LF	13,948	\$ 1.00	\$ 13,948.00
15.	Pavement Grinding 12-Foot Taper)	LF	620	\$ 5.00	\$ 3,100.00
16.	Adjust Storm Drain Manhole to Grade	EA	22	\$ 375.00	\$ 8,250.00
17.	Adjust Wastewater Manhole to Grade	EA	21	\$ 375.00	\$ 7,875.00
18.	Concrete Sidewalk/ Handicap Ramp	SF	2,845	\$ 10.00	\$ 28,450.00
19.	Concrete Curb and Gutter	LF	602	\$ 19.00	\$ 11,438.00
20.	Adjust Survey Monument Frame and Cover to Grade	EA	19	\$ 250.30	\$ 4,750.00
21.	Adjust Water Valve Frame and Cover to Grade	EA	69	\$ 250.00	\$ 17,250.00
22.	Furnish Water Valve Frame and Cover	EA	69	\$ 45.00	\$ 3,105.00
23.	Street Sign Post	EA	10	\$ 300.00	\$ 3,000.00
24.	Traffic Striping	LS	1	\$ 28,000.00	\$ 28,000.00
25.	Traffic Detecting Loop System	LS	1	\$ 25,000.00	\$ 25,000.00
TOTAL					\$ 886,885.00

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 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: \_\_\_\_\_  
Konradt Bartlam  
Interim City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Title

Attest:

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2010-64

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR 2010 STREET IMPROVEMENTS PROJECT  
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 May 4, 2010, at 11:00 a.m. for the 2010 Street Improvements Project, described in the plans and specifications therefore approved by the City Council on April 7, 2010; and

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

<b>Bidder</b>	<b>Bid</b>
Granite Construction	\$ 886,885.00
G & L Brock Construction	\$ 928,141.58
Teichert Construction	\$ 944,340.00
George Reed, Inc.	\$ 1,012,518.95
Knife River Construction	\$ 1,042,630.95
Bay Cities Paving & Grading	\$ 1,048,300.61
Top Grade Construction	\$ 1,050,765.70
A.M. Stephens Construction	\$ 1,189,374.00
*Vintage Paving Company	\$ 1,031,567.02

\* Vintage Paving Company did not submit Receipt of Addendum No. 1 and is considered non-responsive.

WHEREAS, staff recommends awarding the contract for the 2010 Street Improvements Project to the low bidder, Granite Construction Company, of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2010 Street Improvements Project to the low bidder, Granite Construction Company, of Stockton, California, in the amount of \$886,885; and

BE IT FURTHER RESOLVED that funds in the amount of \$1,064,262 be appropriated from Proposition 1B Funds for this project.

Dated: May 19, 2010

I hereby certify that Resolution No. 2010-64 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 19, 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