



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Alley Reconstruction Project with Knife River Construction, of Stockton (\$236,510.50)

**MEETING DATE:** July 20, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2011 alley reconstruction project with Knife River Construction, of Stockton, in the amount of \$236,510.50.

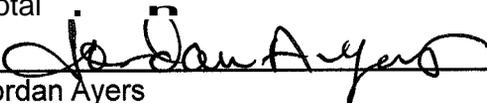
**BACKGROUND INFORMATION:** This project will consist of the reconstruction of the alley north of Tokay Street from Stockton Street to Washington Street and the alley north of Eden Street from Washington Street to Garfield Street with 756 tons of asphalt concrete and the installation of 1,790 lineal feet of pervious concrete alley gutter and 368 lineal feet of 10-inch storm drain. The location of the alleys to be reconstructed is provided in Exhibit A.

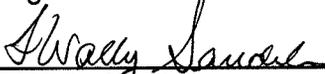
Plans and specifications for this project were approved on May 18, 2011. The City received the following eight bids for this project on June 29, 2011. The bid received from Robert Burns Construction was rejected as non-responsive for failing to include the mandatory addenda acknowledgements.

Bidder	Location	Bid
Engineer's Estimate		\$235,842.60
Knife River Construction	Stockton	\$236,510.50
A.M. Stephens Construction	Lodi	\$238,817.40
MCI Engineering, Inc.	Stockton	\$261,368.50
Teichert Construction	Stockton	\$267,145.00
Cazadores Construction	El Dorado Hills	\$268,551.84
Granite Construction	Stockton	\$272,985.00
George Reed, Inc.	Modesto	\$281,019.00
Robert Burns Construction (non-responsive)	Stockton	\$350,534.40

**FISCAL IMPACT:** The project will reduce the maintenance costs in the reconstructed alleys.

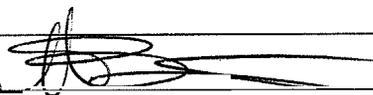
<b>FUNDING AVAILABLE:</b>	2009/10 Entitlement CDBG	\$203,718
	2010/11 Entitlement CDBG	\$ 80,282
	Total	\$284,000

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

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

Prepared by Lyman Chang, Senior Civil Engineer  
 FWS/LC/pmf  
 Attachment  
 cc: Deputy Public Works Director-Utilities  
 Management Analyst Areida-Yadav  
 Knife River Construction

Senior Civil Engineer Chang  
 Neighborhood Services Manager

**APPROVED:**   
 \_\_\_\_\_  
 Konradt Bartlam, City Manager

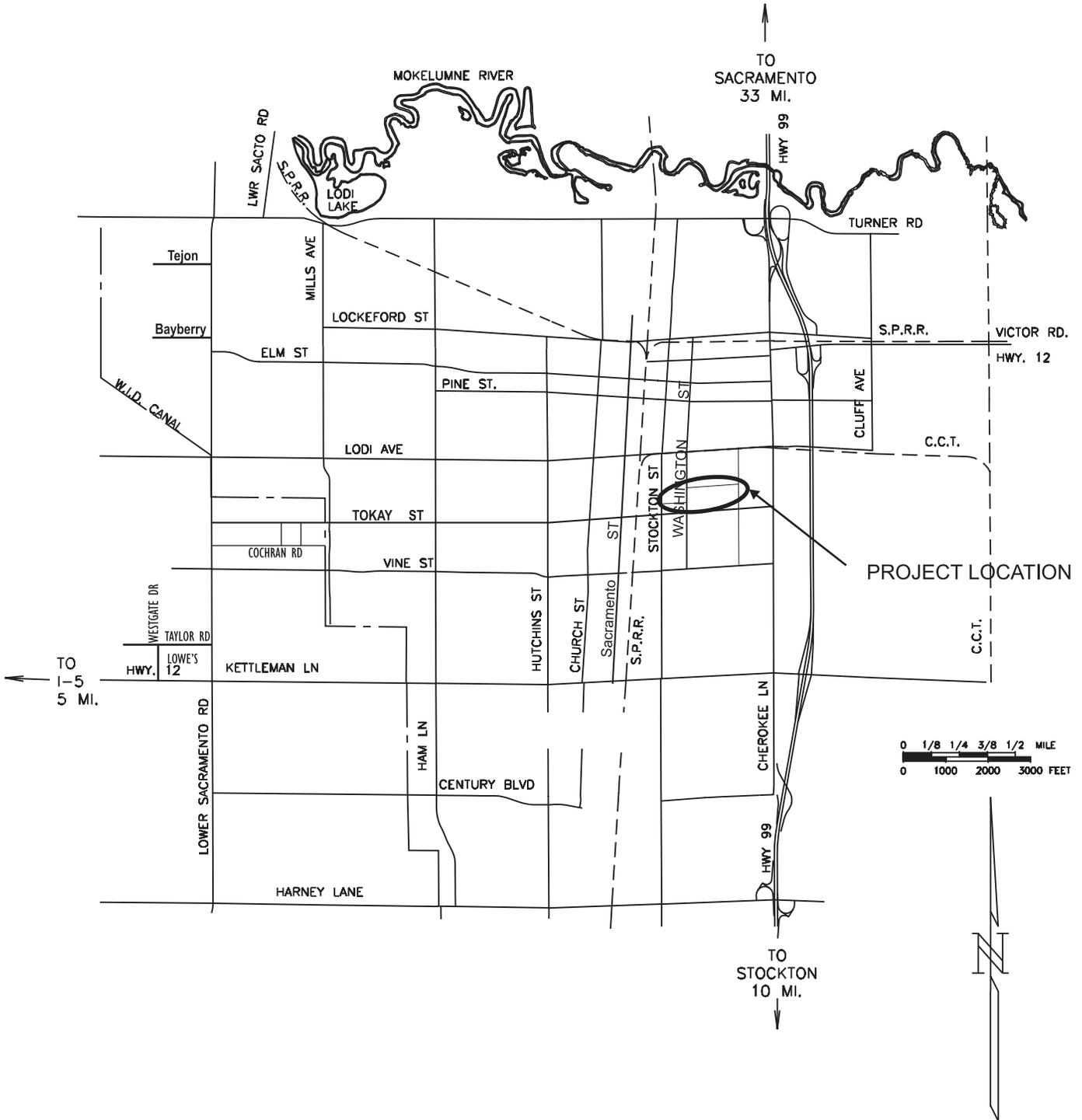


# CITY OF LODI

PUBLICWORKS DEPARTMENT

## VICINITY MAP

2011 ALLEY RECONSTRUCTION  
Alley N/Tokay, Stockton to Washington  
Alley N/Eden, Washington to Garfield



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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 KNIFE RIVER CONSTRUCTION, 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 filed in the Public Works Department and 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 reconstruct the alleys with 756 tons of asphalt concrete, install 1,790 lineal feet of pervious concrete alley gutter and 368 lineal feet of 10-inch storm drain, and other incidental and related work, all as shown on the plans and specifications for "2011 Alley Reconstruction Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 12,500.00	\$12,500.00
2.	Clearing and Grubbing	LS	1	\$ 13,000.00	\$13,000.00
3.	Storm Water Pollution Control	LS	1	\$ 4,000.00	\$ 4,000.00
4.	Excavation Safety	LS	1	\$ 2,000.00	\$ 2,000.00
5.	Roadway Excavation	CY	424	\$ 43.00	\$18,232.00
6.	Compact Original Ground	SF	29,130	\$ 0.35	\$10,195.50
7.	Miscellaneous Subgrade Compaction	SF	1,872	\$ 1.00	\$ 1,872.00
8.	Asphalt Concrete	Ton	756	\$ 80.00	\$60,480.00
9.	Concrete Curb and Gutter	LF	68	\$ 49.00	\$ 3,332.00
10.	Concrete Alley Approach	SF	1,770	\$ 9.10	\$16,107.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Pervious Concrete Alley Gutter	LF	1,790	\$ 27.00	\$48,330.00
12.	Install Storm Drain Manhole	EA	1	\$ 2,300.00	\$ 2,300.00
13.	Install 10-Inch Storm Drain	LF	368	\$ 34.00	\$12,512.00
14.	Install Drop-Inlet Catch Basin	EA	3	\$ 1,150.00	\$ 3,450.00
15.	Adjust Manhole Frame and Cover to Grade	EA	6	\$ 550.00	\$ 3,300.00
16.	Adjust Water Meter Box to Grade	EA	59	\$ 300.00	\$17,700.00
17.	Adjust Wastewater Cleanout to Grade	EA	16	\$ 450.00	\$ 7,200.00
TOTAL					\$236,510.50

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  
City Manager

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

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

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form



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

RESOLUTION NO. 2011-115

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING 2011 ALLEY RECONSTRUCTION  
PROJECT, AND FURTHER AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT

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 June 29, 2011, at 11:00 a.m., for the 2011 Alley Reconstruction Project, described in the plans and specifications therefore approved by the City Council on May 18, 2011; 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>
Knife River Construction	\$236,510.50
A. M. Stephens Construction	\$238,817.40
MCI Engineering, Inc.	\$261,368.50
Teichert Construction	\$267,145.00
Cazadores Construction	\$268,551.84
Granite Construction	\$272,985.00
George Reed, Inc.	\$281,019.00
Robert Burns Construction (non-responsive)	\$350,534.40

WHEREAS, staff recommends awarding the contract for the 2011 Alley Reconstruction Project to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$236,510.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2011 Alley Reconstruction Project to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$236,510.50; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract for the project.

Dated: July 20, 2011

I hereby certify that Resolution No. 2011-115 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 20, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL  
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor  
JOANNE L. MOUNCE,  
Mayor Pro Tempore  
LARRY D. HANSEN  
PHIL KATZAKIAN  
ALAN NAKANISHI

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

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P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
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FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

July 13, 2011 ■

Knife River Construction  
655 W. Clay Street  
Stockton, CA 95206-1722

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Alley Reconstruction Project with Knife River Construction, of Stockton (\$236,510.50)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, July 20, 2011. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Senior Civil Engineer, at (209) 333-6800, extension 2665.



*for:* F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk