



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Well 27 On-Site Improvements to A.M. Stephens Construction Company, Inc., of Lodi (\$172,106) and Appropriating Funds (\$234,000)

**MEETING DATE:** August 4, 2010

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for Well 27 on-site improvements to A.M. Stephens Construction Company, Inc., of Lodi, in the amount of \$172,106 and appropriating funds in the amount of \$234,000.

**BACKGROUND INFORMATION:** The project will consist of the contractor furnishing and installing a 150-horsepower deep well turbine pump and motor, 384 linear feet of 8-foot chain link fence with gates, miscellaneous site improvements, and other incidental and related work, all as shown on the plans and specifications for the "Well No. 27 On-Site Improvements, 2360 West Century Boulevard" project. The well is located within the site of the G-Basin/DeBenedetti Park and will ultimately be within the future park maintenance facility enclosure, as shown on Exhibit A.

Well 27 was drilled and the well casing installed in 2006. City Water Division crews will be installing the necessary plumbing to connect the new pump and motor to the City's water system.

Plans and specifications for this project were approved on June 2, 2010. The City received the following six bids for this project on June 30, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$175,734.00
A.M. Stephens Construction Company, Inc.	Lodi	\$172,106.00
Howk Systems	Modesto	\$208,606.00
Caliagua, Inc.	Chino	\$228,581.20
J.R. Filanc Construction	Escondido	\$241,274.00
Amerine System, Inc.	Oakdale	\$267,102.00
Kinetics Mechanical Service, Inc.	Livermore	\$276,007.00

The requested appropriation includes the cost of engineering, construction inspection, contingencies, and the extension of electrical power to the site (\$27,100) by the Electric Utility Department. The funding for the water well improvements are the obligation of the Water Impact Mitigation Fee Fund. However, since the current balance in the Water Impact Mitigation Fee Fund is insufficient to cover the project's costs, staff is requesting a loan be provided from the Water Capital Fund. The funds will be repaid to the Water Capital Fund with interest set at the Local Agency Investment Fund (LAIF)-rate annually from the Water Impact Mitigation Fee Fund beginning July 2011, for a period of five years.

APPROVED:

Konradt Bartlam, Interim City Manager

Adopt Resolution Awarding Contract for Well 27 On-Site Improvements to  
A.M. Stephens Construction Company, Inc., of Lodi (\$172,106) and Appropriating Funds (\$234,000)  
August 4, 2010  
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**FISCAL IMPACT:** Operation and maintenance costs within the Water Utility will slightly increase and will be covered by water rates.

**FUNDING AVAILABLE:** Requested Appropriation: Water Capital Fund (181) \$234,000

*for Ruby Gaiste*  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

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

Prepared by Lyman Chang, Senior Civil Engineer

Attachment

cc: Charlie Swimley, Deputy Public Works Director – Utilities  
Gary Wiman, Construction Project Manager  
Lyman Chang, Senior Civil Engineer  
A.M. Stephens Construction Company, Inc.

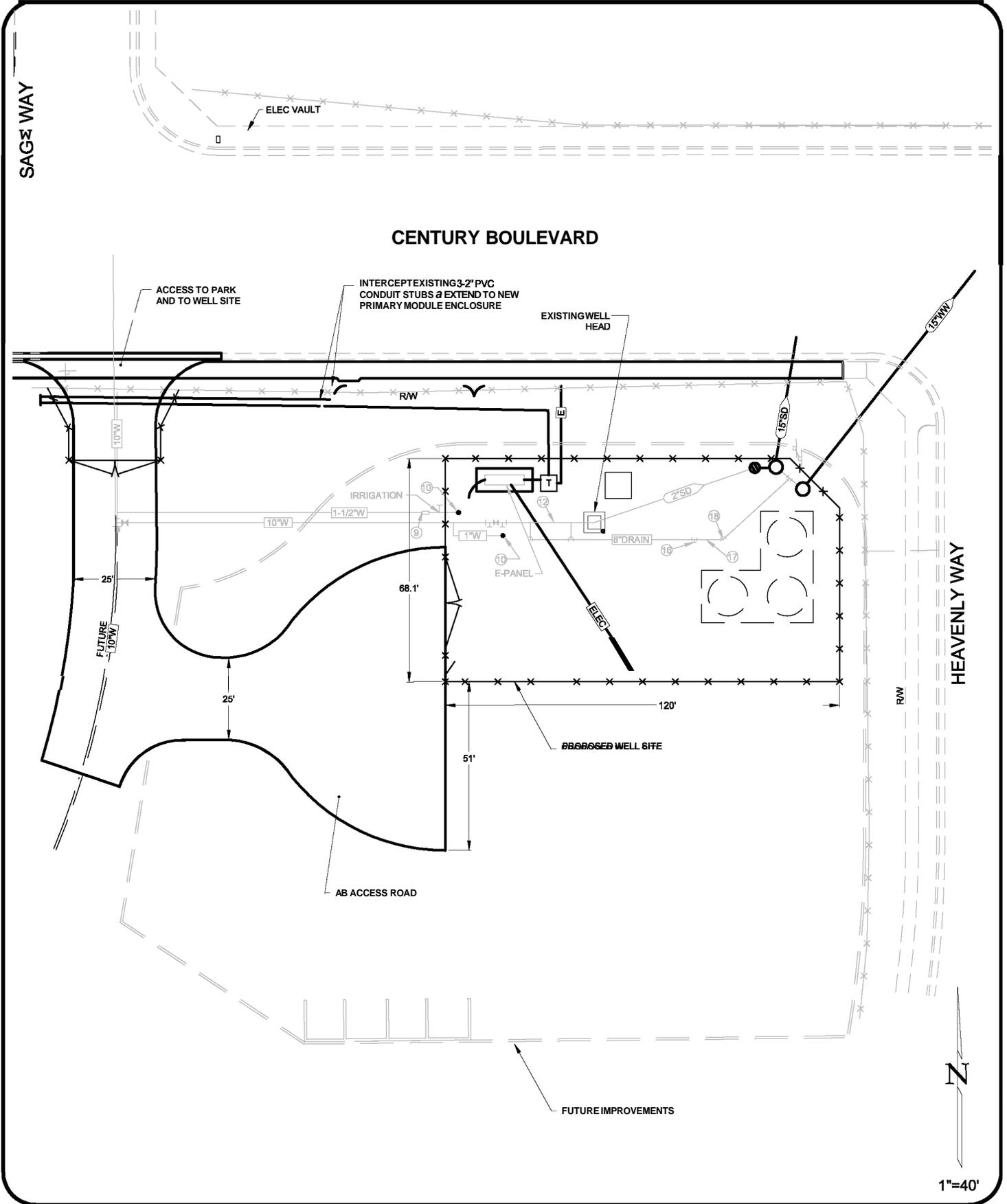


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## WELL 27

### CENTURY BLVD & HEAVENLY WY ON-SITE IMPROVEMENTS



1"=40'

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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 A.M. STEPHENS CONSTRUCTION COMPANY, 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:

The work consists of furnishing and installing a 150-horsepower deep well turbine pump and motor complete with water lube discharge head and motor stand; 140 linear feet of water lube 10-inch column, miscellaneous electrical work for the motor control and well site; trenching and installing 41 linear feet of 12-inch and 15-inch storm drain pipe and 85 linear feet of 15-inch wastewater pipe, and installing 384 linear feet of chain link fencing with gates, and performing other incidental and related work, all as shown on the plans and specifications for the "Well 27 On-Site Improvements, 2360 West Century Boulevard".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
2.	Clearing and Grubbing	LS	1	\$ 4,500.00	\$ 4,500.00
3.	Local Borrow/Site Grading	CY	500	\$ 5.00	\$ 2,500.00
4	Excavation Safety	LS	1	\$ 3,500.00	\$ 3,500.00
5.	8-Foot Chain-Link Fence	LF	384	\$ 33.50	\$12,864.00
6.	28-Foot Double Swing Gate	EA	2	\$ 2,550.00	\$ 5,100.00
7.	3-Foot Man Gate	EA	1	\$ 715.00	\$ 715.00
8.	Crushed Rock (2-Inch) Site	CY	50	\$ 83.00	\$ 4,150.00
9.	Compact Original Ground	SF	16,660	\$ 0.35	\$ 5,831.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	Aggregate Base, Class II	TON	320	\$ 24.00	\$ 7,680.00
11.	Special Commercial Driveway	EA	1	\$ 5,185.00	\$ 5,185.00
12.	Roadway Excavation	CY	62	\$ 15.00	\$ 930.00
13.	15-Inch Wastewater Pipe	LF	85	\$ 91.00	\$ 7,735.00
14.	12-Inch Storm Drain Pipe	LF	3	\$ 278.00	\$ 834.00
15.	15-Inch Storm Drain Pipe	LF	38	\$ 86.50	\$ 3,287.00
16.	Drop Inlet Catch Basin	EA	1	\$ 1,887.00	\$ 1,887.00
17.	48-Inch Well Flushing Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
18.	Concrete Equipment Pad	SF	144	\$ 14.50	\$ 2,088.00
19.	Off-Site Electrical Facilities	LS	1	\$ 28,000.00	\$28,000.00
20.	48-Inch Wastewater Manhole	EA	1	\$ 2,600.00	\$ 2,600.00
21.	Concrete Sidewalk	SF	1,100	\$ 6.20	\$ 6,820.00
22.	Sidewalk Barricade	EA	1	\$ 600.00	\$ 600.00
23.	On-Site Electrical	LS	1	\$ 12,500.00	\$12,500.00
24.	Furnish and Install Deep Well Turbine Pump and Electric Motor	LS	1	\$ 49,300.00	\$49,300.00
Pump Manufacturer: Goulds Pump Model ID: 14RJLC Maximum Time for Delivery (Calendar Days): 21					
TOTAL					\$172,106.00

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract.

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 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

\_\_\_\_\_

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

Konradt Bartlam  
Interim City Manager

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

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

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CQRPQRATE SEAL)

Approved As To Form

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



RESOLUTION NO. 2010-128

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR WELL 27 ON-SITE IMPROVEMENTS 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 June 30, 2010, at 11:00 a.m. for the Well 27 on-site improvements described in the plans and specifications therefore approved by the City Council on June 2, 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>
A.M. Stephens Construction Company, Inc.	\$172,106.00
Howk Systems	\$208,606.00
Caliagua, Inc.	\$228,581.20
J.R. Filanc Construction	\$241,274.00
Amerine System, Inc.	\$267,102.00
Kinetics Mechanical Service, Inc.	\$276,007.00

WHEREAS, staff recommends awarding the contract for Well 27 on-site improvements to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California; and

WHEREAS, the funding for the water well improvements are the obligation of the Water Impact Mitigation Fee Fund; however, since the current balance of that fund is insufficient to cover the project's costs, staff recommends a loan be provided from the Water Capital Fund. The funds will be repaid to the Water Capital Fund with interest set at the Local Agency Investment Fund (LAIF) rate annually from the Water Impact Mitigation Fee Fund beginning July 2011, for a period of five years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Well 27 on-site improvements to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$172,106; and

BE IT FURTHER RESOLVED that funds in the amount of \$234,000 be borrowed and appropriated from the Water Capital Fund for this project; and

BE IT FURTHER RESOLVED that the Water Capital Fund be repaid with interest set at the LAIF rate beginning July 2011 amortized over a five-year term.

Dated: August 4, 2010

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I hereby certify that Resolution No. 2010-128 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 4, 2010, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

CITY COUNCIL

PHIL KATZAKIAN, Mayor  
SUSAN HITCHCOCK,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
JOANNE L. MOUNCE

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

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FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

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

July 29, 2010

A. M. Stephens Construction  
P.O. Box 1867  
Lodi, CA 95241

SUBJECT: Adopt Resolution Awarding Contract for Well 27 On-Site Improvements to A.M. Stephens Construction Company, Inc., of Lodi (\$172,106) and Appropriating Funds (\$234,000)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, August 4, 2010. 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 333-6702.

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



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk