



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Hutchins Street Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$863,466.53)

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Hutchins Street reconstruction project with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$863,466.53.

**BACKGROUND INFORMATION:** The proposed project will reconstruct and widen Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps. The project also includes wastewater and storm drain improvements and the relocation of an existing water main (Exhibit A).

The existing pavement is in poor condition and the street width varies from block to block. Staff has completed the acquisition of all the necessary street easements to create a uniform width and to add a longer southbound left-turn lane at Lodi Avenue. The final improvements will improve ADA access, pedestrian safety, and traffic flow in the project area, especially near Hutchins Street Square. Bulb-outs will be installed in multiple locations to shorten the crosswalk distance and street lighting will be enhanced.

Specifications for this project were approved on March 21, 2012. The City received the following four bids for this project on May 1, 2012. Construction is scheduled to be completed by September 2012.

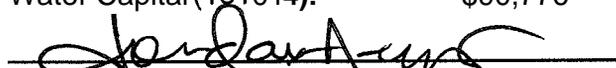
Bidder	Location	Bid
Engineer's Estimate		\$817,010.00
A. M. Stephens Construction	Lodi	\$863,466.53
MCI Engineering	Stockton	\$865,289.00*
George Reed, Inc.	Modesto	\$915,456.00
Knife River Construction	Stockton	\$986,455.00

\*Corrected Total

**FISCAL IMPACT:** There will be a decrease in the street maintenance cost for this section of Hutchins Street after the street reconstruction.

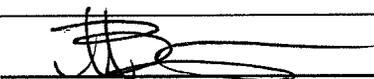
**FUNDING AVAILABLE:** Funding is available through existing FY 2011/12 appropriations in the Street, Water and Wastewater Funds.

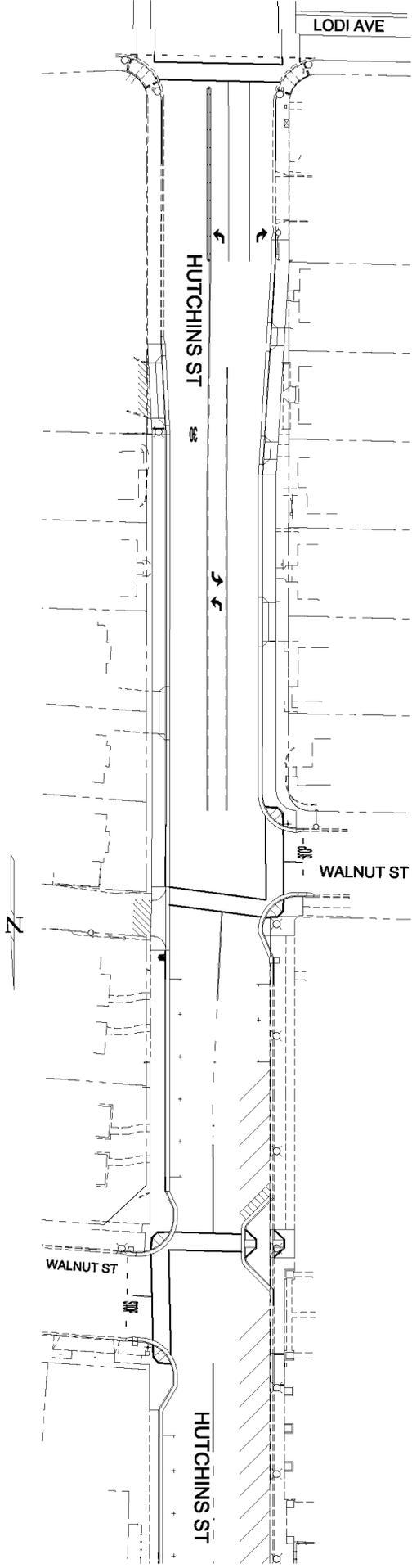
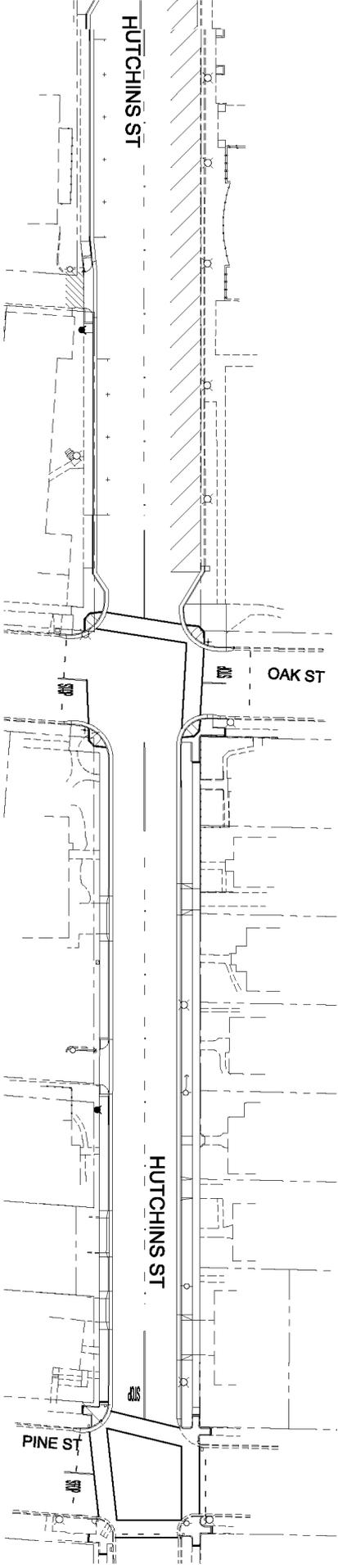
Measure K (325040):	\$709,451
Wastewater Capital (171014):	\$63,240
Water Capital (181014):	\$90,776

  
 Jordan Ayers  
 Deputy City Manager/Internal Services Director

  
 for F. Wally Sandelin  
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
 Attachment  
 cc: Deputy Public Works Director- Utilities

**APPROVED:**   
 Konradt Bartlam, City Manager



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HUTCHINS ST  
LODI AVE - PINE ST  
STREET RECONSTRUCTION

**CITY OF LODI**  
PUBLIC WORKS DEPARTMENT  
221 WEST PINE STREET  
LODI, CALIFORNIA 95240  
PHONE (209) 333-6766  
FAX (209) 333-6710  
E-MAIL: [pwdep@lodi.gov](mailto:pwdep@lodi.gov)  
WEB SITE: [www.lodi.gov](http://www.lodi.gov)



NO.	REVISION	DATE	BY	CHECKED
0				
1				

DESIGN	DRAWN	CHECKED	DATE
LC/RSK	RSK		

PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
010D009	1	1



010D009

**HUTCHINS STREET RECONSTRUCTION  
(Lodi Avenue to Pine Street)**

**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 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 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:

Perform the work necessary to install 4,500 tons of asphalt concrete, 8,700 square feet of concrete sidewalk, 2,080 linear feet of concrete curb and gutter, 600 linear feet of 8-inch water pipe, street light system, traffic striping, and other incidental and related work, all as shown on the plans and specifications for "Hutchins Street Reconstruction, Lodi Avenue to Pine Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
2.	Construction Notification	LS	1	\$ 1,500.00	\$ 1,500.00
3.	Water Pollution Control	<del>LS</del>	1	\$ 9,435.00	\$ 9,435.00
4.	Excavation Safety	LS	1	\$ 721.50	\$ 721.50
5.	Clearing and Grubbing	LS	1	\$ 49,300.00	\$ 49,300.00
6.	Abandon 6-Inch Water Main	LS	1	\$ 555.00	\$ 555.00
7.	Roadway Excavation	CY	3,867	\$ 2.00	\$ 7,734.00
8.	Compact Original Ground	SF	87,000	\$ 0.17	\$ 14,790.00
9.	Concrete Subgrade Compaction	SF	15,690	\$ 1.50	\$ 23,535.00
10.	Asphalt Concrete	TON	4,511	\$ 89.55	\$ 403,960.05
11.	Miscellaneous Paving	TON	15	\$ 440.00	\$ 6,600.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Adjust Storm Drain Manhole to Grade	EA	6	\$ 666.00	\$ 3,996.00
13.	Adjust Wastewater Manhole to Grade	EA	6	\$ 666.00	\$ 3,996.00
14.	Concrete Sidewalk/Wheelchair Ramp	SF	8,700	\$ 6.01	\$ 52,287.00
15.	Concrete Curb and Gutter	LF	2,080	\$ 22.23	\$ 46,238.40
16.	Minor Concrete Curb	LF	175	\$ 18.27	\$ 3,197.25
17.	Concrete Alley Approach	SF	900	\$ 8.37	\$ 7,533.00
18.	Residential Driveway	SF	890	\$ 6.40	\$ 5,696.00
19.	Commercial Driveway	SF	890	\$ 7.99	\$ 7,111.10
20.	12-Inch Storm Drain	LF	537	\$ 59.94	\$ 32,187.78
21.	Side Inlet Catch Basin	EA	15	\$ 1,348.65	\$ 20,229.75
22.	Install 24-Inch Riser	EA	2	\$ 721.50	\$ 1,443.00
23.	Install Fire Hydrant and Valve	EA	1	\$ 4,717.50	\$ 4,717.50
24.	Relocate Fire Hydrant	EA	2	\$ 2,220.00	\$ 4,440.00
25.	Install 8-Inch Water Pipe	LF	600	\$ 78.81	\$ 47,286.00
26.	Install 8-Inch Water Valve	EA	6	\$ 1,332.00	\$ 7,992.00
27.	Install 1-Inch Water Service	EA	8	\$ 1,998.00	\$ 15,984.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
28.	Install Temporary Blow-Off	EA	1	\$ 277.50	\$ 277.50
29.	Adjust Water Valve Frame and Cover to Grade	EA	13	\$ 555.00	\$ 7,215.00
30.	Furnish Manhole Frame and Cover	EA	5	\$ 277.50	\$ 1,387.50
31.	Furnish Water Valve Frame and Cover	EA	13	\$ 177.60	\$ 2,308.80
32.	Street Sign Post	EA	6	\$ 388.50	\$ 2,331.00
33.	Traffic Striping	LS	1	\$ 9,518.25	\$ 9,518.25
34.	Street Light System	LS	1	\$ 44,918.15	\$ 44,918.15
35.	Yard Restoration	LS	1	\$ 10,545.00	\$ 10,545.00
TOTAL					\$ 863,466.53

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 **60 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.

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 Schwabaue  
City Attorney

RESOLUTION NO. 2012-67

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT FOR  
HUTCHINS STREET RECONSTRUCTION PROJECT

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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 May 1, 2012, at 11:00 a.m., for the Hutchins Street Reconstruction Project, described in the plans and specifications therefore approved by the City Council on March 21, 2012; 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.	\$ 863,466.53
MCI Engineering	\$ 865,289.00*
George Reed, Inc.	\$ 915,456.00
Knife River Construction	\$ 986,455.00
*Corrected Total	

WHEREAS, staff recommends awarding the contract for the Hutchins Street Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$863,466.53.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hutchins Street Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$863,466.53; and

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

Dated: May 16, 2012

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I hereby certify that Resolution No. 2012-67 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk