



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Alley Reconstruction Project, with Biondi Paving, Inc., of Sacramento (\$128,550.50)  
**MEETING DATE:** May 16, 2012  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 alley reconstruction project with Biondi Paving, Inc., of Sacramento, in the amount of \$128,550.50.

**BACKGROUND INFORMATION:** This project consists of the reconstruction of the alley north of Pine Street, from Stockton Street to Washington Street, and the alley north of Flora Street, from Garfield Street to Cherokee Lane, with 427 tons of asphalt concrete and the installation of 915 lineal feet of pervious concrete alley gutter. The locations of the alleys to be reconstructed are provided in Exhibit A.

These alleys were selected based on field review of the eastside alleys. The site survey conducted by Engineering staff indicates these alleys have the most severe drainage and pot hole problems. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious concrete gutter was used in previous alley reconstruction projects and has proven to enhance storm water drainage.

Plans and specifications for this project were approved on April 4, 2012. The City received the following four bids for this project on April 25, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$ 144,513.50
Biondi Paving, Inc.	Sacramento	\$ 128,550.50
A. M. Stephens Construction	Lodi	\$ 131,370.00
All Phase Construction	Roseville	\$ 146,119.90*
George Reed Construction	Modesto	\$ 181,000.00
* Corrected Total		

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

**FUNDING AVAILABLE:** This project will be funded by 2010/11 and 2011/12 Community Development Block Grant (CDGB) funds.

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

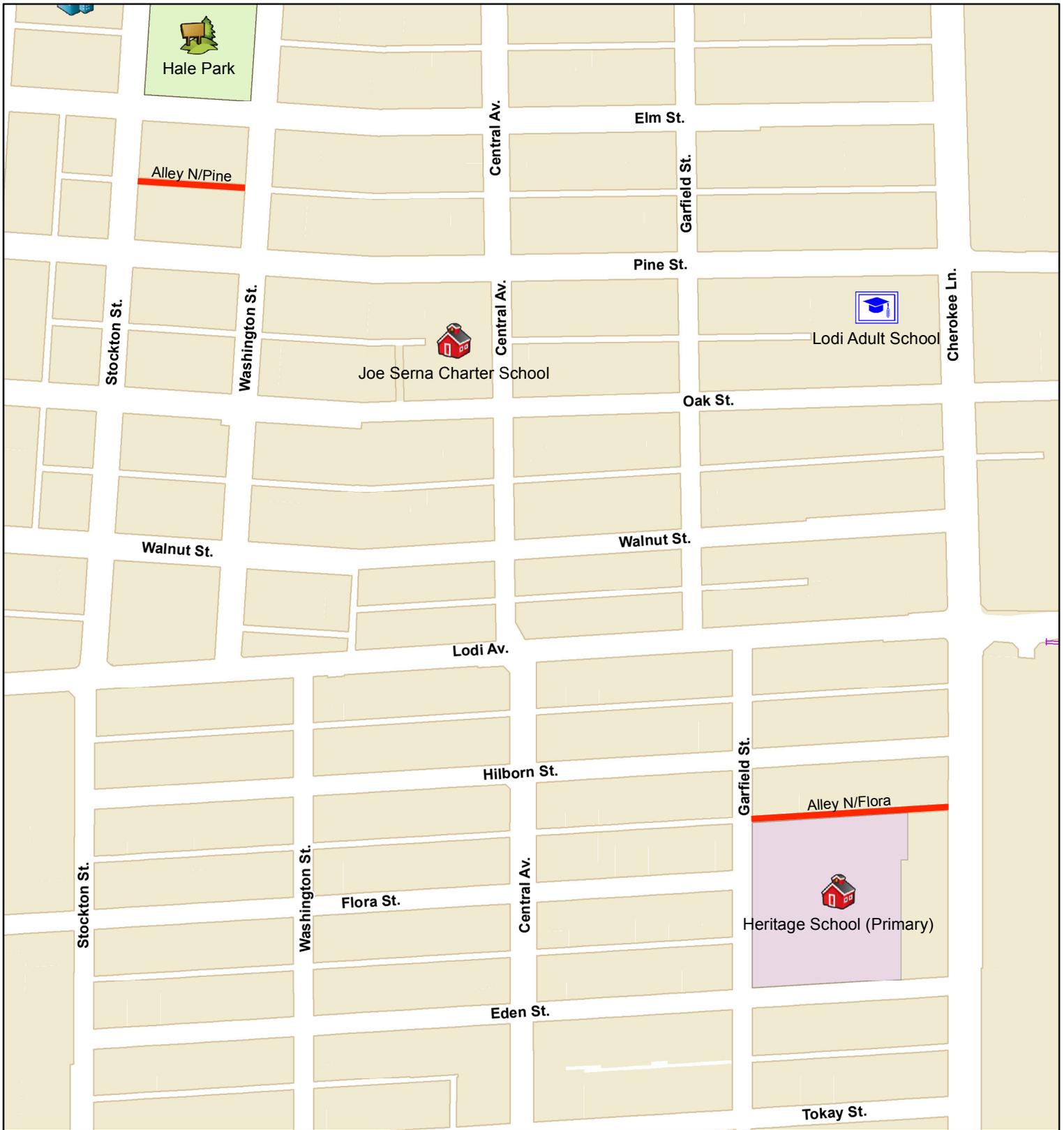
\_\_\_\_\_  
 for F. Wally Sandelin  
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
 FWS/LC/pmf  
 Attachment  
 cc: Neighborhood Services Manager

Senior Civil Engineer Chang

Deputy Public Works Director - Utilities

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



**Legend**

 Alley to be Reconstructed



**EXHIBIT A**  
**2012 Alley Reconstruction**  
**Location Map**



1 in = 400 ft

**2012 ALLEY RECONSTRUCTION PROJECT**  
**Alley North of Pine Street, Stockton to Washington Street**  
**Alley North of Flora Street, Garfield to Cherokee Lane**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and BIONDI PAVING, 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 for reconstructing the alleys with 427 tons of asphalt concrete, installing 915 lineal feet of pervious concrete alley gutter, and other incidental and related work, all as shown on the plans and specifications for "2012 Reconstruction Project, Alley North of Pine Street, Stockton to Washington Street, Alley North of Flora Street, Garfield to Cherokee Lane".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 500.00	\$ 500.00
2.	Clearing and Grubbing	LS	1	\$ 5,250.00	\$ 5,250.00
3.	Remove Catch Basin	EA	2	\$ 225.00	\$ 450.00
4.	Storm Water Pollution Control	LS	1	\$ 2,000.00	\$ 2,000.00
5.	Control Roadway Excavation	CY	237	\$ 62.00	\$14,694.00
6.	Compact Original Ground	SF	16,470	\$ 0.45	\$ 7,411.50
7.	Concrete Subgrade Compaction	SF	400	\$ 2.50	\$ 1,000.00
8.	Asphalt Concrete	TON	427	\$ 101.00	\$43,127.00
9.	Concrete Curb and Gutter	LF	9	\$ 18.00	\$ 162.00
10.	Concrete Sidewalk	SF	40	\$ 5.00	\$ 200.00
11.	Concrete Alley Approach	SF	346	\$ 11.00	\$ 3,806.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Pervious Concrete Alley Gutter	LF	915	\$ 35.00	\$32,025.00
13.	Install 10-Inch Storm Drain Pipe	LF	25	\$ 114.00	\$ 2,850.00
14.	Install Drop Inlet Catch Basin	EA	2	\$ 1,000.00	\$ 2,000.00
15.	Adjust Manhole Frame and Cover to Grade	EA	2	\$ 475.00	\$ 950.00
16.	Furnish Manhole Frame and Cover	EA	2	\$ 375.00	\$ 750.00
17.	Adjust Water Valve Frame and Cover to Grade	EA	4	\$ 475.00	\$ 1,900.00
18.	Furnish Water Valve Frame and Cover	EA	4	\$ 75.00	\$ 300.00
19.	Adjust Water Service Box to Grade	EA	20	\$ 365.00	\$ 7,300.00
20.	Adjust Wastewater Cleanout to Grade	EA	5	\$ 375.00	\$ 1,875.00
TOTAL					\$128,550.50

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the materials required for this contract has been received and accepted by said vendor. Said statement shall be furnished within 15 days after receiving notice that the contract has been approved by the City Council and shall give the date that the control equipment will be shipped.

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 **25 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 Schwabauer  
City Attorney

RESOLUTION NO. 2012-59

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT FOR  
2012 ALLEY 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 April 25, 2012, at 11:00 a.m., for the 2012 Alley Reconstruction Project, described in the plans and specifications therefore approved by the City Council on April 4, 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>
Biondi Paving, Inc.	\$ 128,550.50
A. M. Stephens Construction	\$ 131,370.00
All Phase Construction	\$ 146,119.90*
George Reed Construction	\$ 181,000.00

\* Corrected Total

WHEREAS, staff recommends awarding the contract for the 2012 Alley Reconstruction Project to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$128,550.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2012 Alley Reconstruction Project to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$128,550.50; 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. 2012-59 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, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk