



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Disabled Access Improvements, Various Locations with A. M. Stephens Construction Company, Inc., of Lodi (\$93,624.66)

MEETING DATE: May 16, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for 2012 disabled access improvements, various locations with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$93,624.66.

BACKGROUND INFORMATION: This project is part of the City of Lodi's 2011/12 Community Development Block Grant (CDBG) allocation.

The work consists of installing wheelchair ramps at the southwest corner of Turner Road and Pleasant Avenue, all four curb returns at the intersection of Pleasant Avenue and Eureka Avenue, the southeast corner of Washington Street and Concord Street, and the northeast and northwest corners of Washington Street and Poplar Street. This project also installs an ADA-compliant concrete alley approach on Oak Street at the alley east of Main Street and new sidewalk on Washington Street facing the Lodi Boys & Girls Club. The locations are shown on the attached Exhibit A.

Specifications for this project were approved on April 4, 2012. The City received the following seven bids for this project on April 25, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$ 111,531.40
A. M. Stephens Construction	Lodi	\$ 93,624.66
All Phase Construction	Roseville	\$ 105,100.27*
MCI Engineering	Stockton	\$ 105,724.00
Diede Construction	Woodbridge	\$ 119,781.35
J. J. R. Construction	San Mateo	\$ 122,312.00
Cazadores Construction	☑ Dorado Hills	\$ 124,027.00
Urban Field Group	San Francisco	\$ 138,387.47

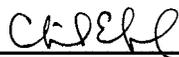
* Corrected Total

FISCAL IMPACT: There could be a slight increase in long-term maintenance costs associated with the additional sidewalk on Washington Street.

FUNDING AVAILABLE: This project will be funded by 2011/12 Community Development Block Grant (CDBG) funds.



 Jordan Ayers
 Deputy City Manager/Internal Services Director

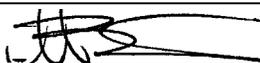


 F. Wally Sandelin
 Public Works Director

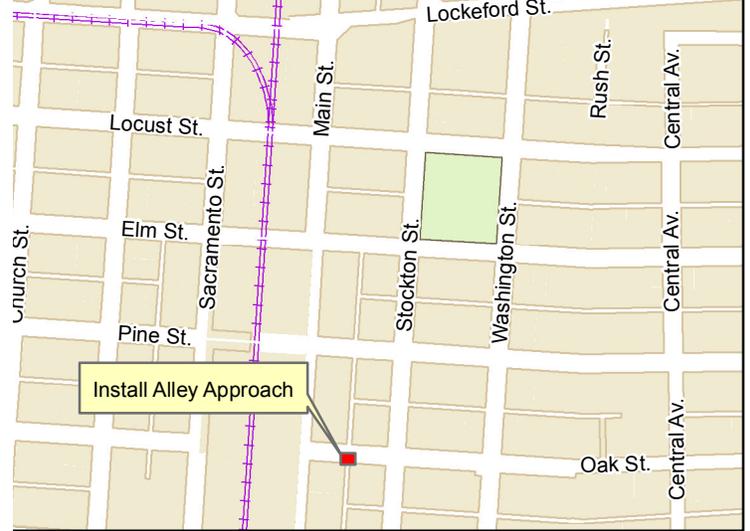
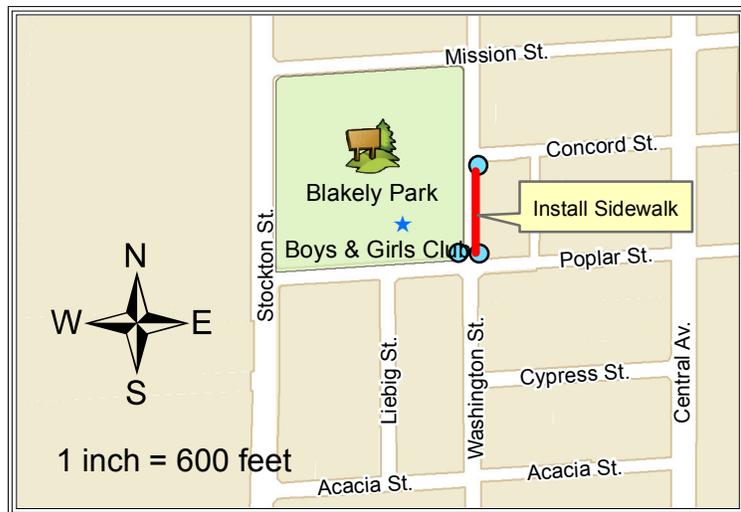
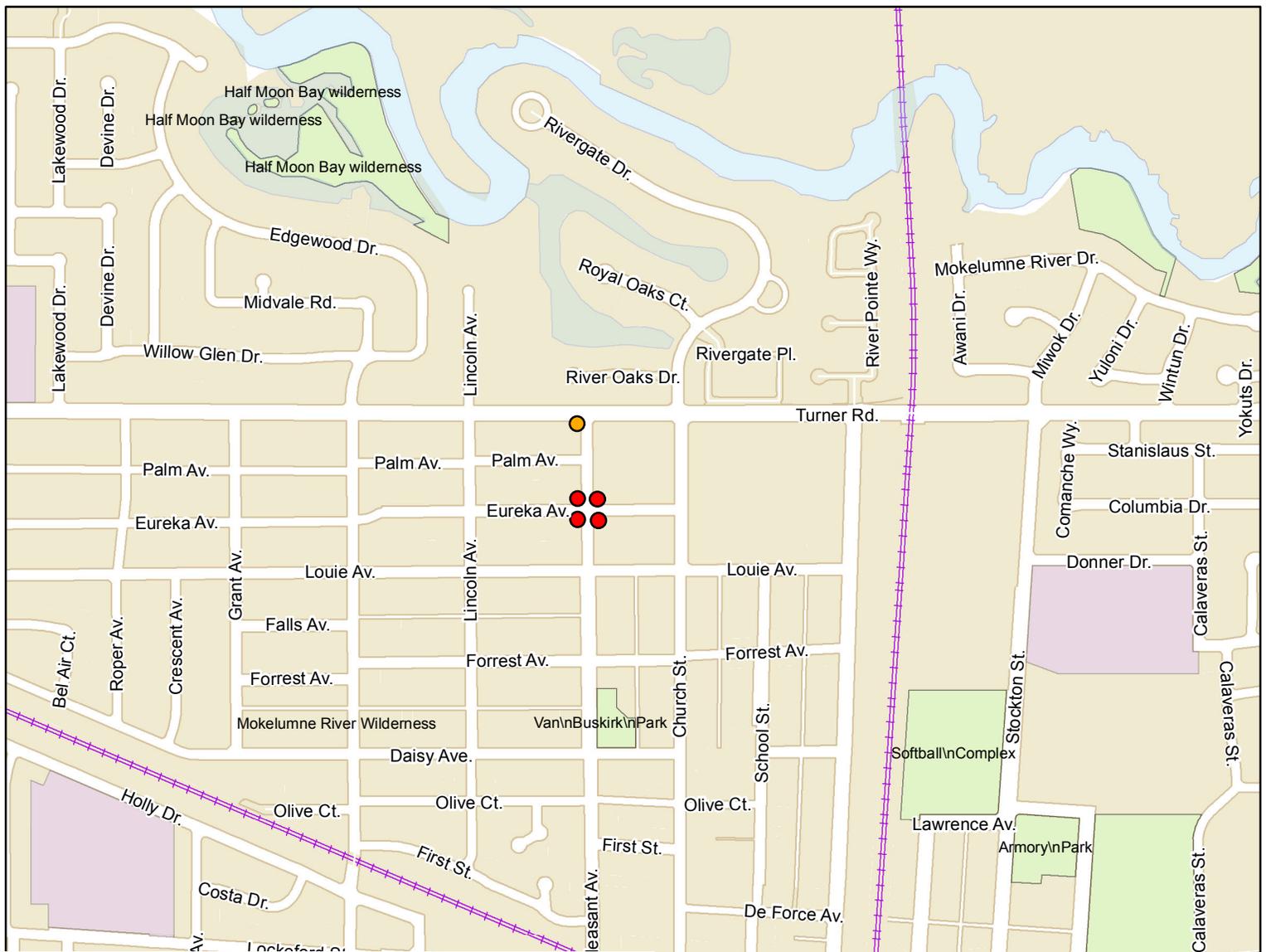
Prepared by Lyman Chang, Senior Civil Engineer
 FWS/LC/pmf
 cc: Joseph Wood, Neighborhood Services Manager

Senior Civil Engineer Chang

Deputy Public Works Director - Utilities

APPROVED: 

 Konradt Bartlam, City Manager



Legend

Wheelchair Ramp Location

- No Handicap Ramp, with Catch Basin
- No Handicap Ramp, No Obstructions
- Handicap Ramp does not meet ADA



**EXHIBIT A
2012 ADA Access Improvements**

Location Map



1 in = 800 ft

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 wheelchair ramps and concrete sidewalk, relocate catch basins and storm drain laterals, and other incidental and related work, all as shown on the plans and specifications for the 2012 ADA Access Improvement Project, Various Locations.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 5,577.00	\$ 5,577.00
2.	Clearing and Grubbing	LS	1	\$ 2,250.00	\$ 2,250.00
3.	Remove Concrete Sidewalk	SF	1,630	\$ 3.00	\$ 4,890.00
4.	Remove Curb and Gutter	LF	324	\$ 3.00	\$ 972.00
5.	Remove Asphalt Concrete	SF	2,371	\$ 2.00	\$ 4,742.00
6.	Abandon Catch Basin and Lateral	EA	4	\$ 759.00	\$ 3,036.00
7.	Miscellaneous Concrete Subgrade Compaction	SF	3,559	\$ 2.00	\$ 7,118.00
8.	Install Asphalt Concrete	SF	1,705	\$ 7.00	\$11,935.00
9.	Install Sidewalk	SF	1,352	\$ 6.44	\$ 8,706.88

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	Install Wheelchair Ramp	SF	713	\$ 7.62	\$ 5,433.06
11.	Install Curb	LF	442	\$ 8.16	\$ 3,606.72
12.	Install Side Inlet Catch Basin	EA	4	\$ 1,984.00	\$ 7,936.00
13.	Install 12-Inch Storm Drain	LF	140	\$ 154.00	\$21,560.00
14.	Adjust Catch Basin Frame and Cover to Grade	EA	1	\$ 100.00	\$ 100.00
15.	Install Truncated Dome Panel (4 Feet x 3 Feet)	EA	8	\$ 414.00	\$ 3,312.00
16.	Install Street Sign Post	EA	7	\$ 350.00	\$ 2,450.00
TOTAL					\$93,624.66

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. 2012-60

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT FOR 2012 DISABLED ACCESS
IMPROVEMENTS, VARIOUS LOCATIONS

=====

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 2012 Disabled Access Improvements, Various Locations, 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:

Bidder	Bid
A. M. Stephens Construction	\$ 93,624.66
All Phase Construction	\$ 105,100.27*
MCI Engineering	\$105,724.00
Diede Construction	\$ 119,781.35
J. J. R. Construction	\$ 122,312.00
Cazadores Construction	\$124,027.00
Urban Field Group	\$ 138,387.47
* Corrected Total	

WHEREAS, staff recommends awarding the contract for 2012 Disabled Access Improvements, Various Locations, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$93,624.66.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2012 Disabled Access Improvements, Various Locations, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$93,624.66; and

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

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-60 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 JOEHL
City Clerk