



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Zupo Field Outfield Wall Renovation Project with Golden Bay Fence, Inc., of Stockton (\$23,120.94) and Appropriating Funds (\$25,000)

MEETING DATE: February 6, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Zupo Field Outfield Wall Renovation Project with Golden Bay Fence, Inc., of Stockton, in the amount of \$23,120.94, and appropriating funds in the amount of \$25,000.

BACKGROUND INFORMATION: This project consists of the provision and installation of new vinyl coated privacy slat chain link fencing to replace the existing aged plywood wall.

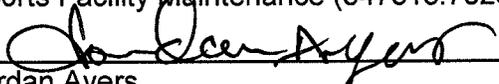
On December 5, 2012, Council approved project plans and specifications and authorized advertisement for the bid for the Zupo Field Outfield Wall Renovation Project. On January 2, 2013, City received the following 10 bids for this project:

BIDDER	LOCATION	BID
Engineer's Estimate		\$24,432.00
Golden Bay Fence, Inc.	Stockton	\$23,120.94
Sandoval Fence, Inc.	Lathrop	\$25,298.37
Benton Fence and Drilling, Inc.	Acampo	\$27,693.00
Land Graphics Fencing	Sloughhouse	\$28,236.00
Sam Farias Fencing	Modesto	\$28,746.42
Stockton Fence & Materials	Stockton	\$29,680.38
Central Fence Company	Sacramento	\$29,865.00
Pisor Fence Division, Inc.	Citrus Heights	\$30,082.20
Crusader Fence Company	Rancho Cordova	\$39,096.00
All Steel Fence, Inc.	Lathrop	\$39,953.94

Staff recommends the appropriation of \$25,000 for the construction contract, staff time and contingencies.

FISCAL IMPACT: This renovation project will have an immediate positive effect on ongoing maintenance expenses. The projected life of the new fencing will be a minimum of 20 years.

FUNDING AVAILABLE: PRCS donation revenue account 3471.6153 (\$25,000), increase Parks Division Sports Facility Maintenance (347313.7323) appropriation \$25,000



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director



 Jeff Hood
 Parks, Recreation & Cultural Services Director

Prepared by Steve Dutra, Parks Superintendent
 JH/SD/vw

APPROVED: 

 Konradt Bartlam, City Manager

**ZUPO FIELD OUTFIELD WALL RENOVATION PROJECT
350 North Washington Street**

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 GOLDEN BAY FENCE PLUS IRON WORKS, 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:

The work consists of providing and installing new top and bottom rails to existing line posts, new 9-gauge tension wire and new 9-gauge, 2-inch vinyl coated chain link fabric with pvc privacy slats along with associated fasteners and hardware and other incidental and related work, all as shown on the plans and specifications for "Zupo Field Outfield Wall Renovation Project, 350 North Washington Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Install New Top and Bottom Rails, 9-Gauge Tension Wire, 9-Gauge, 2-Inch Vinyl Coated Chain Link Fabric with PVC Slats and Associated Fasteners and Hardware	LF	543	\$ 42.58	\$23,120.00
TOTAL					\$23,120.00

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 5 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **20 CALENDAR 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.

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CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

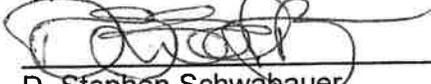
By: _____

Date: _____

Attest:
Title

City Clerk

(CORPORATE SEAL)

Approved As To Form


D. Stephen Schwabauer
City Attorney

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 01/09/2013
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

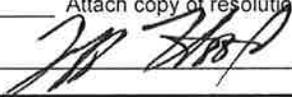
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	3471		6153	Donations	\$ 25,000.00
B. USE OF FINANCING	347	347131	7323	Sports Facility Maintenance	\$ 25,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Zupo Field Fence Project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: _____ 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-08

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT AND AUTHORIZING CITY MANAGER TO EXECUTE
CONTRACT FOR ZUPO FIELD OUTFIELD WALL RENOVATION
PROJECT AND FURTHER APPROPRIATING FUNDS

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 January 2, 2013, at 11:00 a.m., for the Zupo Field Outfield Wall Renovation Project, described in the plans and specifications therefore approved by the City Council on December 5, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Golden Bay Fence, Inc.	\$23,120.94
Sandoval Fence, Inc.	\$25,298.37
Benton Fence and Drilling, Inc.	\$27,693.00
Land Graphics Fencing	\$28,236.00
Sam Farias Fencing	\$28,746.42
Stockton Fence & Materials	\$29,680.38
Central Fence Company	\$29,865.00
Pisor Fence Division, Inc.	\$30,082.20
Crusader Fence Company	\$39,096.00
All Steel Fence, Inc.	\$39,953.94

WHEREAS, staff recommends awarding the contract for the Zupo Field Outfield Wall Renovation Project to the low bidder, Golden Bay Fence, Inc., of Stockton, California, in the amount of \$24,432 and appropriating funds in the amount of \$25,000 for the construction contract, staff time, and contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Zupo Field Outfield Wall Renovation Project to the low bidder, Golden Bay Fence, Inc., of Stockton, California, in the amount of \$24,432; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$25,000 be appropriated from the Parks, Recreation and Cultural Services Donation Revenue account for this project.

Dated: February 6, 2013

I hereby certify that Resolution No. 2013-08 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk