



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek (\$188,091.11) and Appropriating Funds (\$210,000)

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek, in the amount of \$188,091.11, and appropriating funds in the amount of \$210,000.

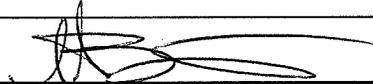
BACKGROUND INFORMATION: The master plan for DeBenedetti Park includes a maintenance yard consisting of park maintenance facilities, a storm drainage pump station and a municipal well at the southwest corner of Century Boulevard and Heavenly Way. The pump station and well projects have been completed by the Public Works Department.

The City has received several critical comments regarding the appearance of the Public Works facilities. Requests have been received to advance the construction of the maintenance yard enclosure.

This project consists of constructing a 7-foot high masonry wall surrounding the maintenance yard and Public Works facilities, as called for in the original master plan. The layout of the planned enclosure is presented in Exhibit A. An objective of the project is to screen the existing pump station and well from public view. The tall mechanical trash-handling facility at the pump station will be partially screened from view, as represented in Exhibit B. The enclosure will look similar to the existing reverse frontage wall and landscaping located on the southeasterly corner of the Century Boulevard and Heavenly Way intersection.

Plans and specifications for this project were approved on October 3, 2012. The City received the following 12 bids for this project on February 6, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 188,652.00
Soracco & Sons	Sutter Creek	\$ 188,091.11
A. M. Stephens Construction	Lodi	\$ 209,618.50
B & M. Builders, Inc.	Rancho Cordova	\$ 225,528.50
Wickman Development	San Francisco	\$ 230,995.75
G Seven	Sonora	\$ 244,467.50
A-VET Construction	Woodbridge	\$ 252,356.50
Bobo Construction	Elk Grove	\$ 256,110.00
Mark Wallace Masonry	Auburn	\$ 273,759.11
BC Construction	Ceres	\$ 273,878.83
All-American Construction	Yuba City	\$ 285,365.44
Younger General Contractors	Rancho Cordova	\$ 338,450.00
David Smith Masonry	New Castle	\$ 471,687.90

APPROVED: 
Konradt Bartlam, City Manager

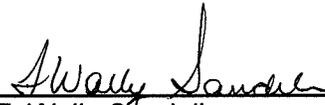
FISCAL IMPACT: Staff anticipates maintenance costs for the masonry wall to be minimal.

FUNDING AVAILABLE:

Requested Appropriation:	
Storm Impact Mitigation Fees (175043):	\$84,000
Water Capital (181043):	\$84,000
Parks Capital (1212043):	\$42,000



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
Attachments
cc: Parks Superintendent



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A DeBenedetti Park Masonry Wall Enclosure

CENTURY BOULEVARD

SITE ACCESS ROAD

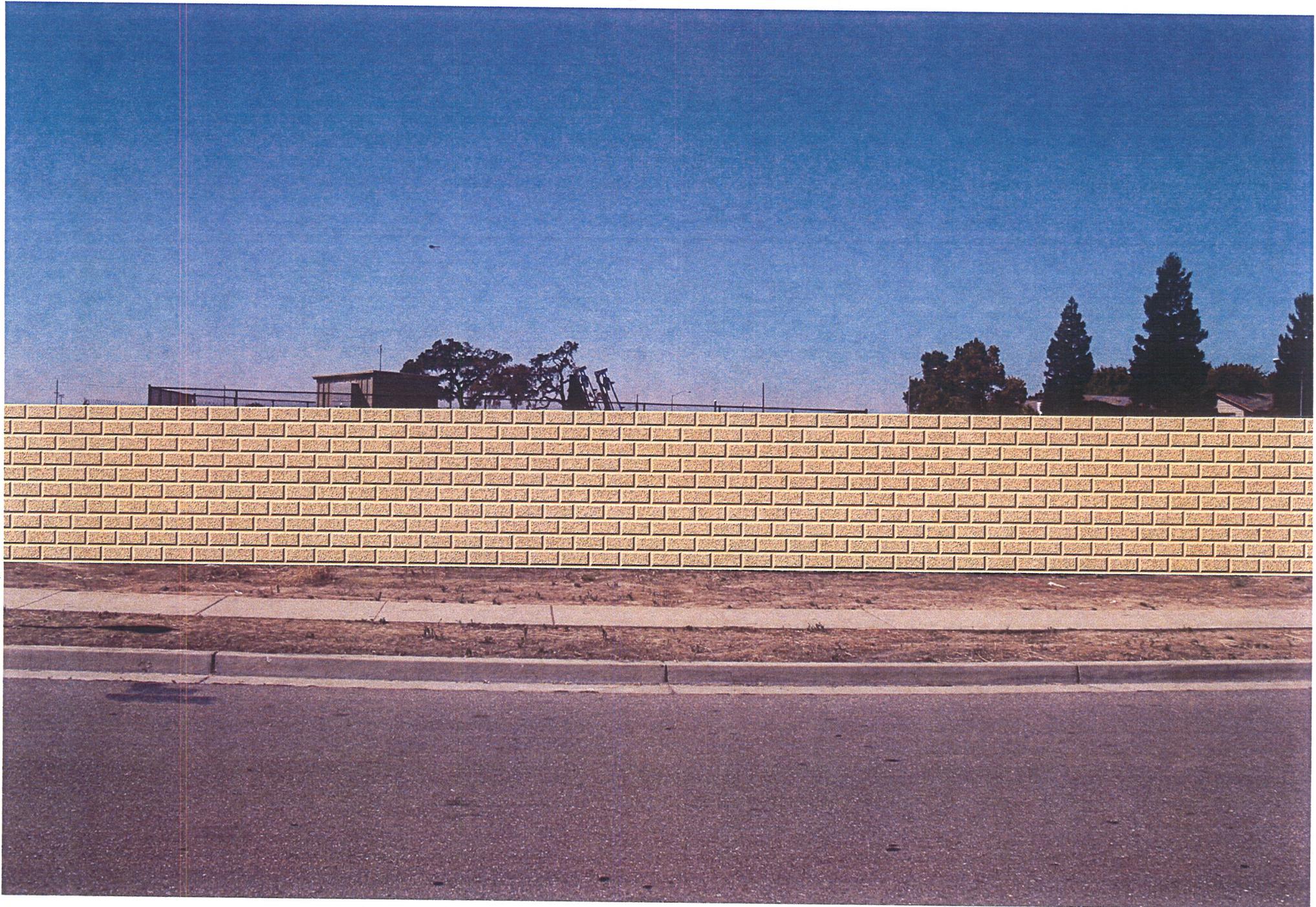
HEAVENLY WAY

SUGAR

EXISTING FENCE
TO REMAIN

7-FOOT MASONRY WALL

Exhibit B
Debenedetti Park
Masonry Wall Enclosure



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and , 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 2006 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 constructing a seven-foot eight-inch (7' 8") high masonry wall surrounding the maintenance yard and Public Works facilities, including site grading and aggregate base material and other incidental and related work, all as shown on the plans and specifications for the "DeBenedetti Masonry Wall Enclosure, 2360 West Century Boulevard".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	EA	1	\$ 4,800.00	\$ 4,800.00
2.	Water Pollution Control	ACRE	1.5	\$ 1,666.67	\$ 2,500.01
3.	Install Masonry Wall	LF	760	\$ 171.05	\$ 129,998.00
4.	Fence Removal	LF	910	\$ 3.51	\$ 3,194.10
5.	Install Chain Link Fence	LF	105	\$ 59.04	\$ 6,199.20
6.	Install Double Swing Gate	EA	1	\$ 5,400.00	\$ 5,400.00
7.	Install Single Swing Gate	EA	1	\$ 2,900.00	\$ 2,900.00
8.	Install Man Gate	EA	1	\$ 1,000.00	\$ 1,000.00
9.	Place Crushed Rock	CY	95	\$ 96.84	\$ 9,199.80
10.	Miscellaneous Work	LS	1	\$ 22,900.00	\$ 22,900.00
				TOTAL BID	\$ 188,091.11

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 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.

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

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR DEBENEDETTI PARK MAINTENANCE YARD ENCLOSURE, 2360 WEST CENTURY BOULEVARD, 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 February 6, 2013, at 11:00 a.m., for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, described in the plans and specifications therefore approved by the City Council on October 3, 2012; and

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

Bidder	Bid	
Soracco & Sons		\$ 188,091.11
A. M. Stephens Construction		\$ 209,618.50
B & M. Builders, Inc.		\$ 225,528.50
Wickman Development		\$ 230,995.75
G Seven		\$ 244,467.50
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David Smith Masonry		\$ 471,687.90

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, to the low bidder, Soracco & Sons, of Sutter Creek, California, in the amount of \$188,091.11.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, to the low bidder, Soracco & Sons, of Sutter Creek, California, in the amount of \$188,091.11; 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 \$210,000 be appropriated for this project from Storm Impact Mitigation Fees, Water Capital, and Parks Capital.

Dated: March 6, 2013

I hereby certify that Resolution No. 2013-28 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 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 JOEHL
City Clerk