



CITY OF LODI  
COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for 2013 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$117,396.25)  
**MEETING DATE:** March 20, 2013  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for 2013 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$117,396.25.

**BACKGROUND INFORMATION:** This project consists of constructing improvements at eight bus stop locations on the GrapeLine's fixed-route bus system. Bus shelters with benches and amenities will be installed at all eight locations, and new Americans with Disabilities (ADA) compliant concrete slabs will be placed at six locations to accommodate the shelter.

Specifications for this project were approved on January 16, 2013. The City received the following seven bids for this project on March 6, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$141,166.00
A.M. Stephens Construction Co., Inc.	Lodi	\$117,396.25
Mathew McCarty*	Lodi	\$131,048.67**
Taylor Backhoe Service, Inc.	Merced	\$154,025.00
A Vet Construction, Inc.	Woodbridge	\$158,739.40
On Grade Contracting	Sonora	\$174,313.00
Soracco & Sons	Sutter Creek	\$178,754.99**
Mark Wallace Masonry	Auburn	\$190,739.31

\* Bid did not include Addendum No. 2 and bid bond.  
\*\*Math error shown on submitted bid proposal. Corrected amount shown above.

Total project costs are estimated to be \$140,000, including construction costs, staffing, and contingencies. An appropriation of \$200,000 is included in the FY 2012/13 budget.

**FISCAL IMPACT:** There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

<b>FUNDING AVAILABLE:</b>	Federal Transit Administration Funds (1251):	\$112,000 (80%)
	Transportation Development Act Funds (1251):	\$ 28,000 (20%)
	<b>TOTAL:</b>	<b>\$140,000</b>

Jordan Ayers  
Deputy City Manager/Internal Services Director

F. Wally Sandelin  
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer  
cc: Transportation Manager MV General Manager

**APPROVED:**   
Konradt Bartlam, City Manager

**GRAPELINE BUS STOP IMPROVEMENTS 2013  
VARIOUS LOCATIONS**

**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 2002 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

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 furnish and install bus shelters, benches and amenities at eight bus stop locations and other incidental and related work, all as shown on the specifications for "GrapeLine Bus Stop Improvements 2013, Various Locations".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$ 1,250.00	\$ 1,250.00
2.	Remove Sidewalk/Handicap Ramp	SF	1,630	\$ 6.50	\$10,595.00
3.	Remove Curb and Gutter	LF	242	\$ 3.00	\$ 726.00
4.	Remove Sign Post	EA	5	\$ 50.00	\$ 250.00
5.	Remove and Salvage Bench	EA	4	\$ 100.00	\$ 400.00
6.	Concrete Subgrade Compaction	SF	2,590	\$ 3.70	\$ 9,583.00
7.	Install Concrete Pad/Sidewalk/ADA ramp	SF	2,007	\$ 7.75	\$15,554.25
8.	Install Curb and Gutter	SF	242	\$ 24.00	\$ 5,808.00
9.	Replace AC Pavement	SF	482	\$ 15.00	\$ 7,230.00
10.	Furnish and Install Shelter, Bench, and Amenities	EA	8	\$ 8,250.00	\$66,000.00
				TOTAL	\$117,396.25

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 70 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.

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. 2013-34

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE CONTRACT FOR 2013 GRAPELINE  
BUS STOP IMPROVEMENTS 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 March 6, 2013, at 11:00 a.m., for the 2013 GrapeLine Bus Stop Improvements Project, described in the specifications therefore approved by the City Council on January 16, 2013; 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 Co., Inc.	\$117,396.25
Mathew McCarty*	\$131,048.67**
Taylor Backhoe Service, Inc.	\$154,025.00
A Vet Construction, Inc.	\$158,739.40
On Grade Contracting	\$174,313.00
Soracco & Sons	\$178,754.99**
Mark Wallace Masonry	\$190,739.31

\* Bid did not include Addendum No. 2 and bid bond.

\*\*Math error shown on submitted bid proposal. Corrected amount shown above.

WHEREAS, staff recommends awarding the contract for the 2013 GrapeLine Bus Stop Improvements Project to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,396.25.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2013 GrapeLine Bus Stop Improvements Project to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,396.25; and

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

Dated: March 20, 2013

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I hereby certify that Resolution No. 2013-34 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 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

CITY COUNCIL

ALAN NAKANISHI, Mayor  
PHIL KATZAKIAN,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
JOANNE L. MOUNCE

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

March 14, 2013

MV Transportation  
Jeff Kohlhepp, Manager  
24 S. Sacramento Street  
Lodi, CA 95240

SUBJECT: Adopt Resolution Awarding Contract for 2013 GrapeLine Bus Stop  
Improvements to A.M. Stephens Construction Company, Inc., of Lodi  
(\$117,396.25)

Enclosed is a copy of background information on an item on the City Council agenda of  
Wednesday, March 20, 2013. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a  
Council Member requests discussion. The public is given an opportunity to address  
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the  
Council, please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Paula Fernandez,  
Transportation Manager/Senior Traffic Engineer, at 333-6800, extension 2667.



*br* : F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk