



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to A.M. Stephens Construction, Inc., of Lodi (\$117,417.60) and Appropriating Funds (\$61,000)

**MEETING DATE:** March 20, 2013

**PREPARED BY:** Public Works Director

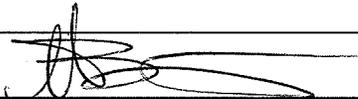
**RECOMMENDED ACTION:** Adopt resolution awarding contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to A.M. Stephens Construction, Inc., of Lodi, in the amount of \$117,417.60, and appropriating funds in the amount of \$61,000.

**BACKGROUND INFORMATION:** This project consists of replacing 7,600 square feet of concrete pavement, driveway, sidewalk and wheelchair ramps within the Transit Station; installing 1,130 square feet of reinforced concrete pavement with an asphalt concrete overlay within Sacramento Street; and other incidental and related work, all as shown on the plans and specifications for the project.

The existing concrete pavement at the Lodi Transit Station bus driveway/loading area has developed extensive cracks and settlement. Numerous patches have been attempted; however, permanent repairs are required. The patches and cracks have created safety and ADA access issues requiring replacement of the concrete pavement. The project also includes installing reinforced concrete pavement within Sacramento Street at the passenger loading island to replace the failing street pavement.

Plans and specifications for this project were approved on January 16, 2013. The City received the following 20 bids for this project on March 6, 2013:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$134,180.00
A.M. Stephens Construction	Lodi	\$117,417.60
A&S Construction	Victor	\$139,416.23
Greg Carpenter Concrete	Lodi	\$139,565.00
Sierra Valley Construction	Roseville	\$142,480.24
B&M Builders	Rancho Cordova	\$142,844.00
A-Vet Construction	Woodbridge	\$145,579.60
FBD Vanguard Construction	Livermore	\$147,782.20
F&H Construction	Lodi	\$157,500.00
Nor-Cal Concrete	Suisun City	\$158,585.00
BC Construction	Ceres	\$164,512.40
MCI Engineering	Stockton	\$165,848.00
All-American Construction	Yuba City	\$169,527.00
Mark Wallace Masonry	Auburn	\$171,700.00

**APPROVED:**   
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Lodi Transit Station Concrete Pavement Project,  
 28 South Sacramento Street, to A.M. Stephens Construction, of Lodi (\$117,417.60) and Appropriating  
 Funds (\$61,000)  
 March 20, 2013  
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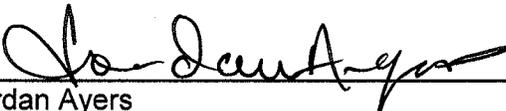
Bidder, Cont.	Location	Bid
Andrew L. Lee, Inc.	Lodi	\$174,700.00
HHEC	Knights Ferry	\$176,548.81
Patterson Taber, Inc.	Marysville	\$179,059.00
George Reed, Inc.	Modesto	\$179,887.00
Knife River Construction	Stockton	\$187,945.00
JJR Construction	San Mateo	\$218,187.50
Big B Construction	Stockton	\$234,599.90

Staff recommends the appropriation of \$61,000 to cover construction costs, staffing and contingencies.

**FISCAL IMPACT:** There will be decreased maintenance costs at the Lodi Transit Station and on Sacramento Street associated with these improvements.

**FUNDING AVAILABLE:** An appropriation of \$80,000 is included in the FY 2012/13 budget and an additional appropriation of \$61,000 is requested, for a total of \$141,000.

Federal Transit Administration (FTA)/ Transportation Development Act (TDA) Funds (1251):	\$80,000
Requested Appropriation: FTA/TDA (1251):	<u>\$61,000</u>
<b>TOTAL</b>	<b>\$141,000</b>

  
 \_\_\_\_\_  
 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: Deputy Public Works Director/City Engineer  
 Senior Civil Engineer  
 Transportation Manager  
 Management Analyst

**MULTI-MODAL STATION CONCRETE PAVEMENT  
24 South Sacramento Street**

**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 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 replace 7,600 square feet of concrete pavement, driveway, sidewalk and wheelchair ramps; install 1,130 square feet of concrete pavement; and other incidental and related work, all as shown on the plans and specifications for "Multi-Modal Station Concrete Pavement Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
2.	Clearing and Grubbing	LS	1	\$ 8,000.00	\$ 8,000.00
3.	Roadway Excavation	SY	36	\$ 10.00	\$ 360.00
4.	Storm Water Erosion Control	LS	1	\$ 2,750.00	\$ 2,750.00
5.	Concrete Subgrade Compaction	SF	8,040	\$ 0.65	\$ 5,226.00
6.	Concrete Sidewalk/ Wheelchair Ramp	SF	325	\$ 8.60	\$ 2,795.00
7.	Reinforced Concrete Curb and Gutter	LF	184	\$ 23.40	\$ 4,305.60
8.	Concrete Curb	LF	50	\$ 28.50	\$ 1,425.00
9.	Concrete Driveway	SF	690	\$ 11.70	\$ 8,073.00
10.	Concrete Pavement (On-Site)	SF	6,540	\$ 7.05	\$46,107.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Concrete Pavement (In Street)	SF	1,130	\$ 8.95	\$10,113.50
12.	Reset Pavers	SF	1,250	\$ 11.35	\$14,187.50
13.	Asphalt Concrete	SF	312	\$ 16.50	\$ 5,148.00
14.	Install Truncated Dome Panel	LF	105	\$ 37.40	\$ 3,927.00
TOTAL					\$117,417.60

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 **40 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: \_\_\_\_\_

\_\_\_\_\_

Title

Attest

\_\_\_\_\_

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: 03/06/2013
4. DEPARTMENT/DIVISION: Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1251	12511	5496	FTA/TDA Capital	\$ 61,000.00
B. USE OF FINANCING	1251	125182	7720	Lodi Transit Station Facility	\$ 61,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>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.</p> <p>Contract for Transit Station concrete pavement project with AM Stephens.</p>

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

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: Wally Sandoz

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. 2013-35

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE CONTRACT FOR LODI TRANSIT  
STATION CONCRETE PAVEMENT PROJECT,  
24 SOUTH SACRAMENTO STREET, AND FURTHER  
APPROPRIATING FUNDS

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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 Lodi Transit Station Concrete Pavement Project, 24 South Sacramento Street, described in the plans and 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	\$117,417.60
A&S Construction	\$139,416.23
Greg Carpenter Concrete	\$139,565.00
Sierra Valley Construction	\$142,480.24
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George Reed, Inc.	\$179,887.00
Knife River Construction	\$187,945.00
JJR Construction	\$218,187.50
Big B Construction	\$234,599.90

WHEREAS, staff recommends awarding the contract for the Lodi Transit Station Concrete Pavement Project, 24 South Sacramento Street, to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,417.60.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Transit Station Concrete Pavement Project, 24 South Sacramento Street, to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,417.60; 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 \$61,000 be appropriated for this project from Federal Transit Administration/Transportation Development Act Funds.

Dated: March 20, 2013

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I hereby certify that Resolution No. 2013-35 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