



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi (\$84,312.60)
MEETING DATE: April 17, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$84,312.60.

BACKGROUND INFORMATION: This project consists of installing 12 concrete ADA-compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project. The improvements are shown in Exhibit A.

The improvements at these two parks are part of the City-Wide ADA Transition Plan (February 2011). The improvements will improve ADA access to the park.

Plans and specifications for this project were approved on March 6, 2013. The City received the following five bids for this project on March 27, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 85,119.00
A. M. Stephens Construction Company	Lodi	\$ 84,312.60
Sierra National Construction	Carmichael	\$ 86,526.20
Abide Builders, Inc.	Vacaville	\$ 92,104.00
A-Vet Construction	Woodbridge	\$ 101,755.59
Cazadores Construction	El Dorado Hills	\$127,122.00

The budget amount includes the cost of engineering, construction, contract administration and project contingencies.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Community Development Block Grant Fund (4591202) - \$105,000

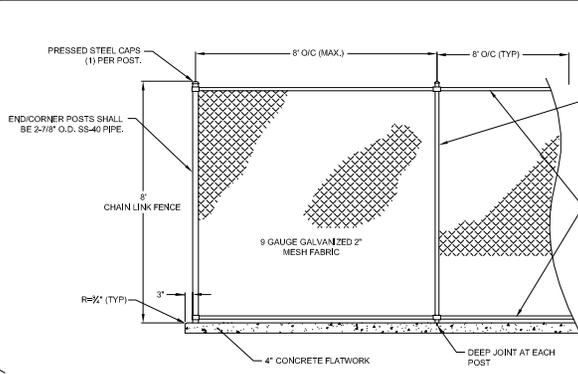
Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

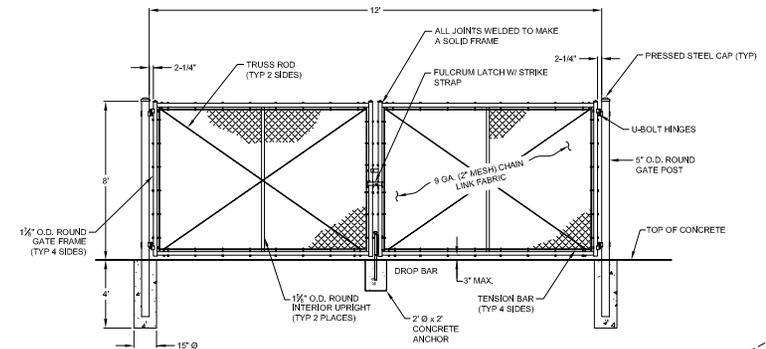
Prepared by Sean Nathan, Associate Engineer
FWS/SN/pmf
Attachment
cc: Neighborhood Services Manager
Senior Civil Engineer Chang

APPROVED:

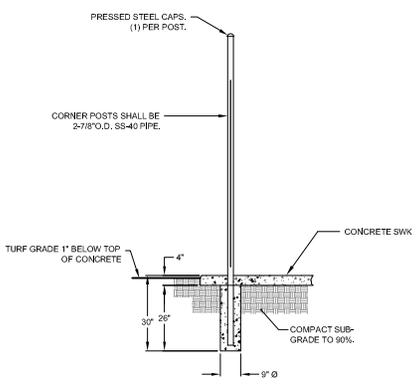
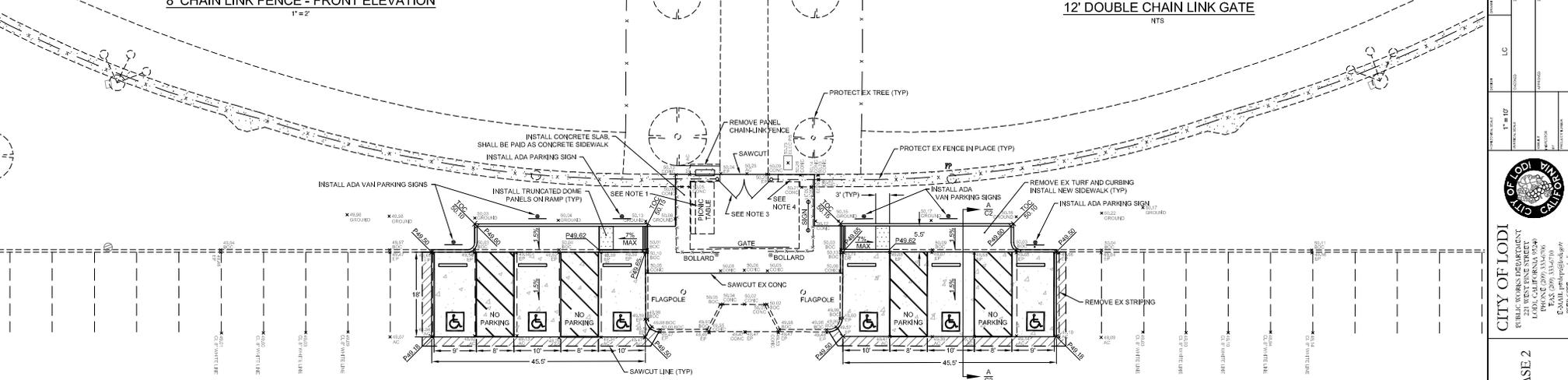
Konradt Bartlam, City Manager



8' CHAIN LINK FENCE - FRONT ELEVATION
1" = 2'



12' DOUBLE CHAIN LINK GATE
NTS



8' CHAIN LINK FENCE - SIDE ELEVATION
1" = 2'

PXXXX = PROPOSED CONCRETE PAD GRADE
 TOC XX.XX = PROPOSED TOP OF CURB GRADE
 XXXXX = EXISTING TOPO INFO AND ELEV.

- NOTES:
1. REMOVE AND DISPOSE OF THE EXISTING CONCRETE SLAB, TABLE, SIGN BOLLARDS, CHAIN LINK FENCE, AC, ETC WITHIN THE CONCRETE FLATWORK LIMIT / SAWCUT LINE.
 2. THE CITY OF LODI PARKS DIVISION WILL RELOCATE THE EXISTING SPRINKLERS WITHIN THE DEMOLITION PROJECT LIMITS PRIOR TO THE CONTRACTOR STARTING WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR IRRIGATION DAMAGE OUTSIDE OF DEMOLITION LIMITS.
 3. THE CONTRACTOR SHALL PROVIDE AND INSTALL (1) 12-FOOT DOUBLE SWING GATE WITH CANE BOLTS ON EACH GATE AND DROP-LATCH LOCKING DEVICE. REFER TO THIS SHEET FOR DETAILS.
 4. THE CONTRACTOR SHALL PROVIDE AND INSTALL APPROXIMATELY 18 LF OF NEW 8-FOOT HIGH 9 GA GALVANIZED CHAIN LINK FENCE. REFER TO THIS SHEET FOR DETAILS.
 5. THE CONTRACTOR SHALL PROVIDE AND INSTALL (3) SITE ENTRANCE SIGNS AND POSTS AT THE DRIVEWAY LOCATIONS SHOWN ON SHEET G1. REFER TO SHEET G2 FOR SIGN VERBAGE AND INSTALLATION DETAILS.
 6. THE CONTRACTOR SHALL PROVIDE AND INSTALL (6) 6-FOOT PRECAST CONCRETE WHEELSTOP BUMPERS PAINTED BLUE. REFER TO THIS SHEET FOR LOCATIONS.
 7. REFER TO SHEET G2 FOR ADDITIONAL ADA DETAILS.
 8. ALL ASPHALT CONCRETE AND CONCRETE REMOVAL LIMIT SHALL BE SAWCUT.

STOCKTON ST

BM # 360, ELEV 30.91
 330' N LAWRENCE, W SIDE OF STOCKTON ST
 N SIDE DWY ON CURB

DATE BY	01/20/13	01/20/13
REVISION		
NO.		
SCALE	AS SHOWN	
PROJECT	SOFTBALL COMPLEX	
LOCATION	401 N. STOCKTON ST	
DATE	01/20/13	
DESIGNED BY		
CHECKED BY		
APPROVED BY		
PROJECT NO.	012D013-C1	
CITY OF LODI PUBLIC WORKS DEPARTMENT 401 N. STOCKTON ST LODI, CALIFORNIA 95240 PHONE (209) 333-7000 FAX (209) 333-7001 E-MAIL: publicworks@cityofloidi.org WEB SITE: www.loidi.org		
SOFTBALL COMPLEX ADA ACCESS IMPROVEMENT PROJECT PHASE 2 401 N. STOCKTON ST		
DATE	01/20/13	
SCALE	AS SHOWN	
PROJECT	SOFTBALL COMPLEX	
LOCATION	401 N. STOCKTON ST	
DATE	01/20/13	
DESIGNED BY		
CHECKED BY		
APPROVED BY		
PROJECT NO.	012D013-C1	
CITY OF LODI PUBLIC WORKS DEPARTMENT 401 N. STOCKTON ST LODI, CALIFORNIA 95240 PHONE (209) 333-7000 FAX (209) 333-7001 E-MAIL: publicworks@cityofloidi.org WEB SITE: www.loidi.org		
SOFTBALL COMPLEX ADA ACCESS IMPROVEMENT PROJECT PHASE 2 401 N. STOCKTON ST		
DATE	01/20/13	
SCALE	AS SHOWN	
PROJECT	SOFTBALL COMPLEX	
LOCATION	401 N. STOCKTON ST	
DATE	01/20/13	
DESIGNED BY		
CHECKED BY		
APPROVED BY		
PROJECT NO.	012D013-C1	

**ADA IMPROVEMENT PROJECT PHASE 2
LODI SOFTBALL COMPLEX AND SALAS PARK
(401 North Stockton Street) (2001 South Stockton 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 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 12 concrete ADA compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project "ADA Improvement Project Phase 2, Lodi Softball Complex and Salas Park (401 North Stockton Street and 2001 South Stockton Street)".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$ 8,300.00	\$ 8,300.00
2.	Storm Water Erosion Control	LS	1	\$ 6,700.00	\$ 6,700.00
3.	Walkway Abandonment	SF	325	\$ 4.00	\$ 1,300.00
4.	Concrete Sidewalk Grinding	SF	10	\$ 25.00	\$ 250.00
5.	Miscellaneous Concrete Subgrade Compaction	SF	5,440	\$ 1.00	\$ 5,440.00
6.	Pavement Repair	SF	216	\$ 23.50	\$ 5,076.00
7.	Concrete Sidewalk/Wheelchair Ramp	SF	2,008	\$ 5.60	\$11,244.80
8.	Concrete ADA Parking Pad	SF	3,224	\$ 6.70	\$21,600.80
9.	Concrete Curb	LF	416	\$ 22.00	\$ 9,152.00
10.	Furnish and Install ADA Signs	LS	1	\$ 3,150.00	\$ 3,150.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Install ADA Truncated Dome Panel	SF	167	\$ 27.00	\$ 4,509.00
12.	Install Concrete Bumper	EA	12	\$ 45.00	\$ 540.00
13.	Chain Link Fence and Gate	LS	1	\$ 5,100.00	\$ 5,100.00
14.	Parking Lot Striping	LS	1	\$ 1,950.00	\$ 1,950.00
TOTAL					\$84,312.60

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 **50 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



RESOLUTION NO. 2013-57

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR AMERICANS WITH DISABILITIES ACT
IMPROVEMENT PROJECT – PHASE 2, LODI SOFTBALL
COMPLEX AND SALAS PARK

=====

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 27, 2013, at 11:00 a.m., for the Americans with Disabilities Act (ADA) Improvement Project – Phase 2, Lodi Softball Complex and Salas Park described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

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

Bidder	Bid
Engineer's Estimate	\$ 85,119.00
A. M. Stephens Construction Company	\$ 84,312.60
Sierra National Construction	\$ 86,526.20
Abide Builders, Inc.	\$ 92,104.00
A-Vet Construction	\$ 101,755.59
Cazadores Construction	\$ 127,122.00

WHEREAS, staff recommends awarding the contract for the ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$84,312.60.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Americans with Disabilities Act (ADA) Improvement Project – Phase 2, Lodi Softball Complex and Salas Park to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$84,312.60; and

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

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-57 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

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


RANDI JOHL
City Clerk