



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Adopt Resolution Awarding Contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc., of French Camp (\$811,118) and Appropriating Funds (\$850,000)

**MEETING DATE:** May 1, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc., of French Camp, in the amount of \$811,118, and appropriating funds in the amount of \$850,000.

**BACKGROUND INFORMATION:** This project includes the application of an asphalt rubber cape seal and slurry seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. The attached exhibit shows the streets that will receive the rubber cape seal and slurry seal.

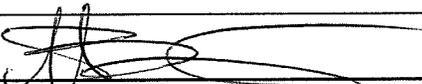
The project consists of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt, rubberized chip seal and the slurry is commonly known as a "cape seal." In the proper application, an asphalt rubberized cape seal is a more cost-effective alternative than using a traditional asphalt overlay for rehabilitating City streets in poor condition.

Staff also added a list of residential streets to be rehabilitated with slurry seal only. These streets have no structural deficiencies and have fewer pavement cracks than the streets receiving the rubberized cape seal. The slurry seal will seal the pavement, as well as provide a new wearing surface to the existing pavement.

Specifications for this project were approved on March 20, 2013. The City received the following four bids for this project on April 10, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$1,031,120.00
Intermountain Slurry Seal, Inc.	French Camp	\$811,118.00
VSS International	West Sacramento	\$844,247.00
Windsor Fuel Company	Pittsburg	\$884,884.00
Central Valley Engineering & Asphalt, Inc.	Roseville	\$916,306.20*

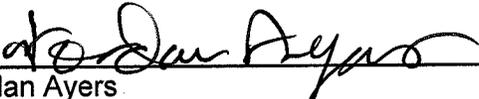
\*Corrected Total

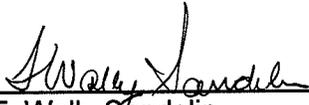
APPROVED:   
Konradt Bartlam, City Manager

The lowest bidder, Intermountain Slurry Seal, Inc., has submitted the Local Hire forms and checklist to promote local hiring with the project. Total project costs are estimated to be \$1,010,000, including construction costs, staffing, and contingencies. Additional funds will be included in the FY 13/14 budget.

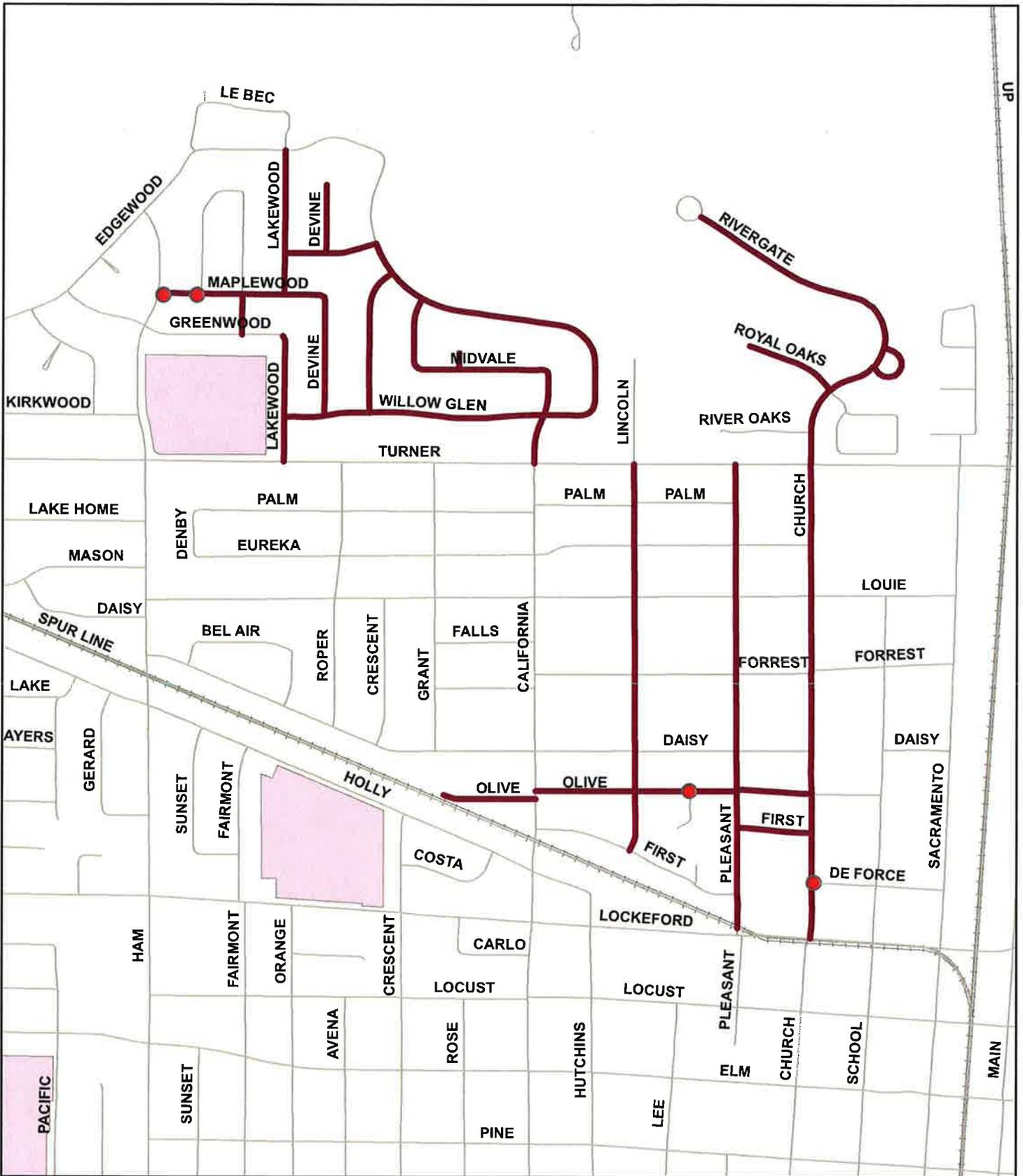
**FISCAL IMPACT:** By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction.

**FUNDING AVAILABLE:** Requested Appropriation:  
Gas Tax Fund (322) - \$650,000  
Measure K Fund (325) - \$200,000

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared Lyman Chang, Senior Engineer  
FWS/LC/pmf  
Attachment  
cc: Deputy Public Works Director – Utilities  
Deputy Public Works Director – City Engineer  
Management Analyst  
Senior Civil Engineer



**Legend**

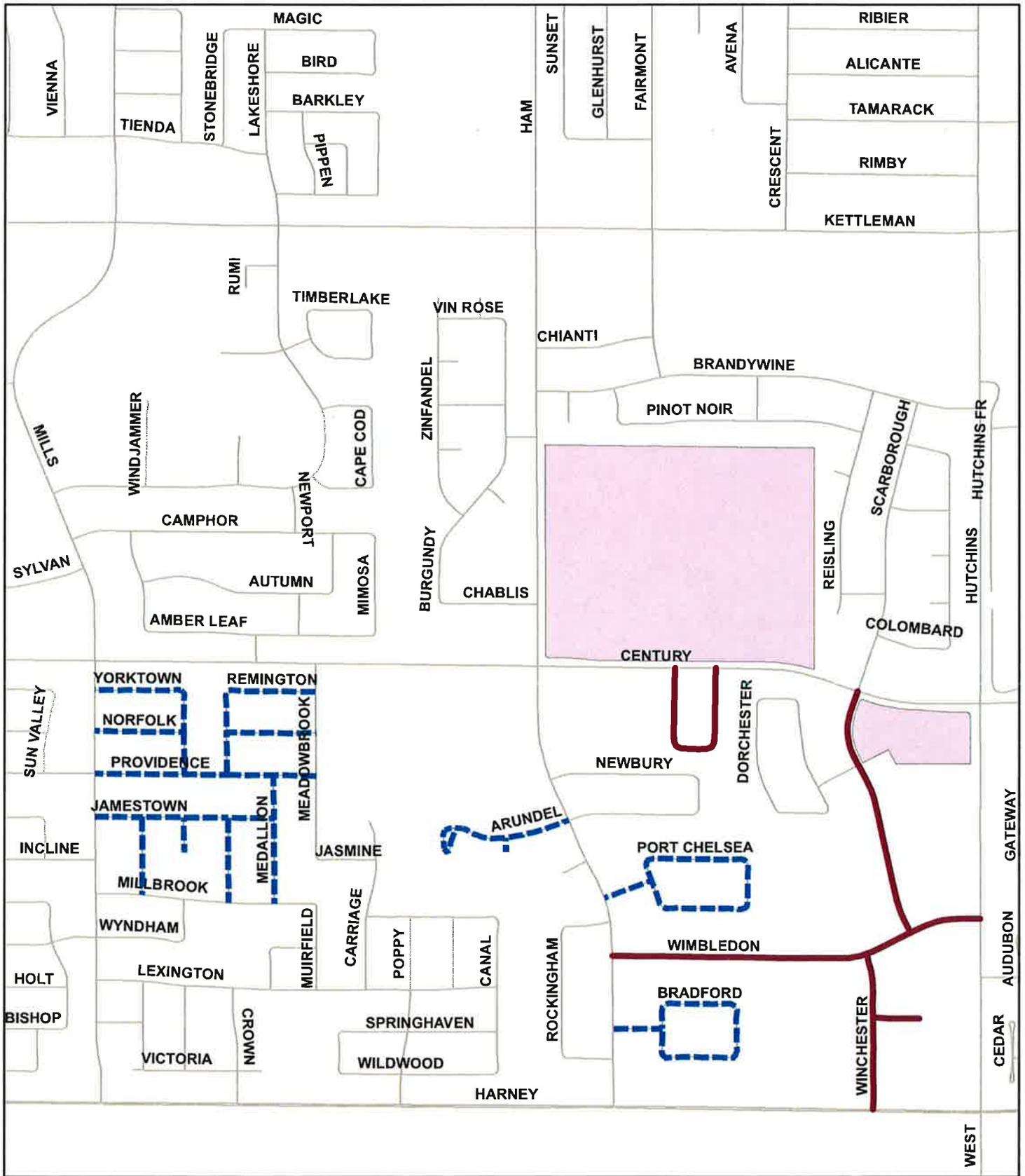
-  2013\_Cape\_Seal
-  Schools
-  WW/MH Frame and Cover Adjustment Location



**2013 Asphalt Rubber Cape Seal Project Area 1**



1 inch = 800 feet



**Legend**

-  2013\_Cape\_Seal
-  2013\_Slurry\_Seal
-  Schools
-  W/MH Frame and Cover Adjustment Location



**2013 Asphalt Rubber Cape Seal Project  
Area 2**



1 inch = 800 feet

**2013 ASPHALT RUBBER CAPE SEAL  
VARIOUS STREETS**

**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 INTERMOUNTAIN SLURRY SEAL, 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 rehabilitate 173,200 square yards of various City streets with slurry seal or asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all as shown on the plans and specifications for "2013 Asphalt Rubber Cape Seal, Various Streets".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 32,188.80	\$ 32,188.80
2.	Construction Notification	LS	1	\$ 1,500.00	\$ 1,500.00
3.	Pavement Repair	SF	15,430	\$ 4.94	\$ 76,224.20
4.	Pavement Crack Seal	POUND	3,000	\$ 2.00	\$ 6,000.00
5.	Pavement Skin Patch	SF	500	\$ 3.00	\$ 1,500.00
6.	Rubberized Chip Seal	SY	125,100	\$ 3.55	\$ 444,105.00
7.	Slurry Seal Street	SY	173,200	\$ 1.25	\$ 216,500.00
8.	Furnish and Adjust Water Valve Frame and Cover	EA	4	\$ 850.00	\$ 3,400.00
9.	Adjust Manhole Frame and Cover	EA	2	\$ 1,100.00	\$ 2,200.00
10.	Thermoplastic Striping and Legends	LS	1	\$ 25,000.00	\$ 25,000.00
11.	Pavement Markers	LS	1	\$ 2,500.00	\$ 2,500.00
TOTAL					\$ 811,118.00

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 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: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest  
\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form  
\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 



RESOLUTION NO. 2013-67

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR 2013 ASPHALT RUBBER CAPE SEAL PROJECT, VARIOUS CITY STREETS, 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 April 10, 2013, at 11:00 a.m., for the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, described in the specifications therefore approved by the City Council on March 20, 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>
Intermountain Slurry Seal	\$811,118.00
VSS International	\$844,247.00
Windsor Fuel Company	\$884,884.00
Central Valley Engineering & Asphalt, Inc.	\$916,306.20*
*Corrected Total	

WHEREAS, staff recommends awarding the contract for the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to the low bidder, Intermountain Slurry Seal, Inc., of French Camp, California, in the amount of \$811,118; and

WHEREAS, Intermountain Slurry Seal, Inc., has submitted the Local Hire forms and checklist to promote local hiring with the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to the low bidder, Intermountain Slurry Seal, Inc., of French Camp, California, in the amount of \$811,118; 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 \$850,000 be appropriated for the project from the Gas Tax Fund and Measure K Fund.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-67 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 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