



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Katzakian Park Restroom Repair Project to Poser Construction, of Lodi (\$14,000)
MEETING DATE: May 1, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Katzakian Park Restroom Repair Project to Poser Construction, of Lodi, in the amount of \$14,000.

BACKGROUND INFORMATION: This project provides for the necessary repairs at the restroom facilities at Katzakian Park. In 2012, a fire was started in a trash can adjacent to the park restroom. A portion of the restroom building caught on fire and sustained damages from both the fire and emergency responders. The majority of the damage was in the men's restroom, which has been closed since the time of the fire.

The improvements consist of replacing a variety of structural and finishing components to improve aesthetics, security, and safety. The improvements will also allow the City to once again provide separate men's and women's facilities rather than the temporary unisex restroom that has been provided since the time of the fire. The Bridgetowne Homeowners Association, which represents adjacent property owners, has pledged \$5,000 toward construction costs.

Plans and specifications for this project were approved on April 3, 2013. The City received the following two bids for this project on April 24, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$
Poser Construction	Lodi	\$ 14,000
Diede Construction, Inc.	Woodbridge	\$ 47,000

FISCAL IMPACT: The project will not have an impact to the maintenance costs of the facility but will reduce the City's liability associated with a damaged structure.

FUNDING AVAILABLE: Parks Maintenance (347312)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Engineer
FWS/SN/pmf
cc: Park Superintendent

APPROVED:
Konradt Bartlam, City Manager

**KATZAKIAN PARK RESTROOM REPAIR PROJECT
2735 West Turner Road**

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 POSER CONSTRUCTION, 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:

The work consists of removing and replacing various structural and finishing components of the park's restroom facility. The facility sustained damages from a fire and emergency responders' forced entrance. All repairs and/or replacements will be done in kind and includes other incidental and related work, all as shown on the plans and specifications for the "Katzakian Park Restroom Repair Project, 2735 West Turner Road".

See Section 6-07 "Description of Bid Items" of the Special Provisions for additional information.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Provide Complete Restroom Repair	LS	1	\$ 13,250.00	\$13,250.00
2.	Repaint Exterior	LS	1	\$ 750.00	\$ 750.00
TOTAL					\$14,000.00

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 **20 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 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. 2013-68

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR
KATZAKIAN PARK RESTROOM REPAIR PROJECT

=====

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 24, 2013, at 11:00 a.m., for the Katzakian Park Restroom Repair Project described in the plans and specifications therefore approved by the City Council on April 3, 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	\$ 15,000
Poser Construction	\$ 14,000
Diede Construction, Inc.	\$ 47,000

WHEREAS, staff recommends awarding the contract for the Katzakian Park Restroom Repair Project to the low bidder, Poser Construction, of Lodi, California, in the amount of \$14,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Katzakian Park Restroom Repair Project to the low bidder, Poser Construction, of Lodi, California, in the amount of \$14,000; and

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

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-68 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