



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi (\$151,356.75) (Pending Budget Approval)

MEETING DATE: June 5, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$151,356.75 (pending budget approval).

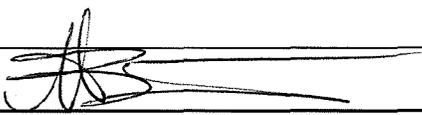
BACKGROUND INFORMATION: This project consists of reconstructing the alleys north of Lodi Avenue and west of Church Street; and north of Elm Street from Central Avenue to Garfield Street, as shown on Exhibit A. The work includes installing approximately 500 tons of asphalt concrete, 2,000 square feet of concrete alley gutter, 1,700 square feet of alley approach concrete, and other incidental and related work.

These alleys were selected based on field review of the City’s alleys. They appear to have the most severe drainage and/or pothole problems from the site survey. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious alley concrete gutter was used in previous alley reconstruction projects and has proven to enhance the alley storm water drainage.

Plans and specifications for this project were approved on March 20, 2013. The City received the following eight bids for this project on May 1, 2013.

Bidder	Location	Bid
Engineer’s Estimate		\$ 186,105.50
A. M. Stephens Construction	Lodi	\$ 151,356.75
Breneman, Inc.	Walnut Creek	\$ 194,684.00
All Phase Construction	Roseville	\$ 198,929.00
Biondi Paving & Engineering	Sacramento	\$ 202,360.80
George Reed	Modesto	\$ 238,421.00
FBD Vanguard Construction	Livermore	\$ 247,982.40
Martin Brothers Construction	Sacramento	\$ 256,250.00
Robert Burns Construction	Stockton	\$ 267,575.80

FISCAL IMPACT: The project will reduce maintenance costs in the reconstructed alleys.

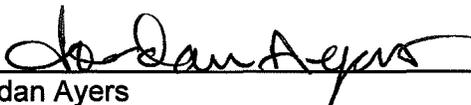
APPROVED: 
 Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi (\$151,356.75) (Pending Budget Approval)

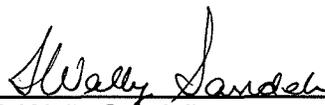
June 5, 2013

Page 2

FUNDING AVAILABLE: This project will be funded by 2012 Community Development Block Grant (CDGB) funds made available through San Joaquin County.



Jordan Ayers
Deputy City Manager/Internal Services Director



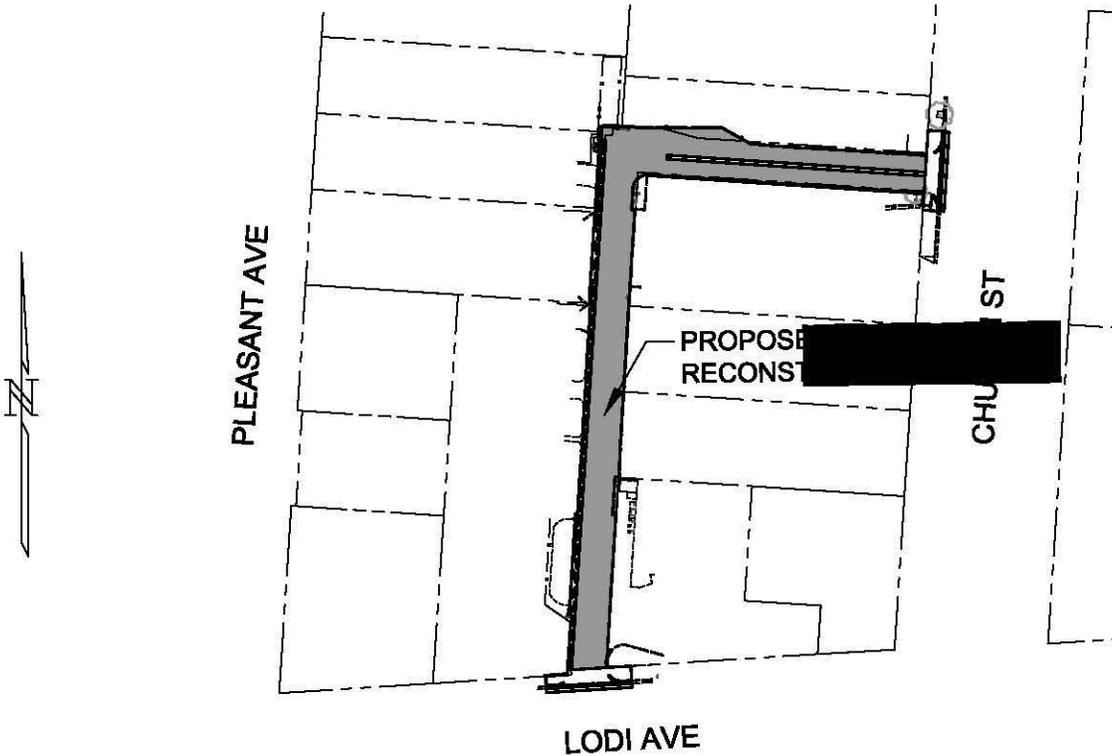
F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment

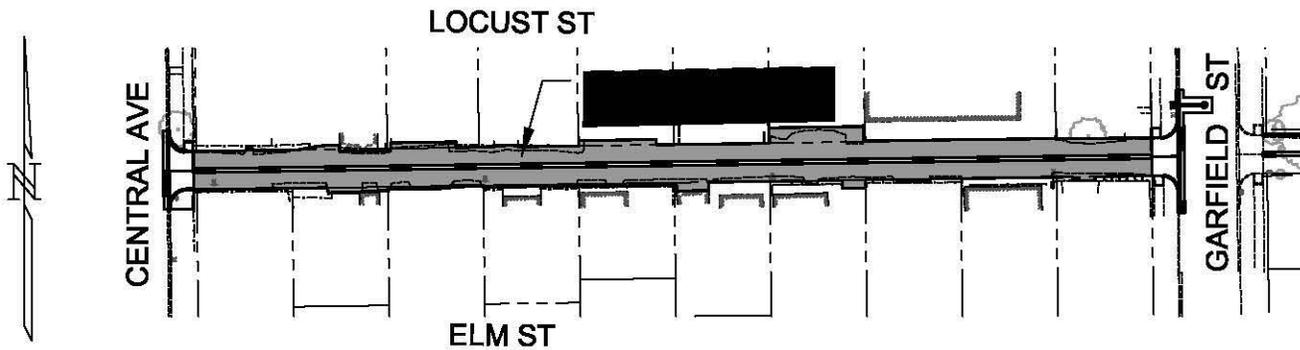
cc: Neighborhood Services Manager
Associate Civil Engineer Nathan
Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director

EXHIBIT A

ALLEY IMPROVEMENT PROJECT - PHASE 4



ALLEY NORTH OF LODI AVE. & WEST OF CHURCH ST.
NOT TO SCALE



ALLEY NORTH OF ELM ST., CENTRAL TO GARFIELD
NOT TO SCALE



**ALLEY IMPROVEMENT PROJECT – PHASE 4
Alley North of Lodi Avenue & West of Church Street
Alley North of Elm Street, Central Avenue to Garfield 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 , 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 reconstruct the alleys north of Lodi Avenue and west of Church Street, and north of Elm Street from Central Avenue to Garfield Street, with approximately 500 tons of asphalt concrete, 2,000 square feet of concrete alley gutter, 1,700 square feet of alley approach concrete, and other incidental and related work, all as shown on the plans and specifications for "Alley Improvement Project – Phase 4". Additional contract item descriptions are listed in Section 6-07 "Description of Bid Items" and Addendum No. 1.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
2.	Clearing and Grubbing	LS	1	\$ 14,000.00	\$ 14,000.00
3.	Compact Original Grade	SF	19,491	\$ 0.65	\$ 12,669.15
4.	Concrete Subgrade Compaction	SF	1,784	\$ 2.35	\$ 4,192.40
5.	Roadway Excavation	CY	360	\$ 10.00	\$ 3,600.00
6.	Asphalt Concrete	TON	506	\$ 107.50	\$ 54,395.00
7.	Pervious Concrete Alley Gutter	SF	1,759	\$ 18.00	\$ 31,662.00
8.	Concrete Alley Gutter	SF	271	\$ 7.90	\$ 2,140.90
9.	Concrete Alley Approach	SF	1,691	\$ 7.50	\$ 12,682.50
10.	Concrete Curb and Gutter	LF	42	\$ 38.40	\$ 1,612.80

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Concrete Curb	LF	21	\$ 24.00	\$ 504.00
12.	Concrete Flush Curb	LF	30	\$ 21.50	\$ 645.00
13.	Storm Drain Manhole	EA	1	\$ 4,750.00	\$ 4,750.00
14.	Side Inlet Catch Basin	EA	1	\$ 2,050.00	\$ 2,050.00
15.	12-Inch Storm Drain	LF	14	\$ 132.00	\$ 1,848.00
16.	6' High Wood Fence	LF	36	\$ 30.00	\$ 1,080.00
17.	Church Street Driveway Curb and Gutter Modifications	LS	1	\$ 1,525.00	\$ 1,525.00
TOTAL					\$ 151,356.75

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 **56 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. 2013-99

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR ALLEY IMPROVEMENT PROJECT – PHASE 4

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 May 1, 2013, at 11:00 a.m., for the Alley Improvement Project – Phase 4, described in the plans and 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:

Bidder	Bid
A. M. Stephens Construction	\$ 151,356.75
Breneman, Inc.	\$ 194,684.00
All Phase Construction	\$ 198,929.00
Biondi Paving & Engineering	\$ 202,360.80
George Reed	\$ 238,421.00
FBD Vanguard Construction	\$ 247,982.40
Martin Brothers Construction	\$ 256,250.00
Robert Burns Construction	\$ 267,575.80

WHEREAS, staff recommends awarding the contract for the Alley Improvement Project – Phase 4 to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$151,356.75.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Alley Improvement Project – Phase 4 to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$151,356.75; and

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

Dated: June 5, 2013

I hereby certify that Resolution No. 2013-99 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Mounce


RANDI JOHL
City Clerk