



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013/14 Asphalt Materials to George Reed, Inc., of Modesto (\$55,890) and Authorizing Public Works Director to Execute Extension
MEETING DATE: June 19, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013/14 Asphalt Materials to George Reed, Inc., of Modesto, in the amount of \$55,890, and authorizing Public Works Director to execute extension.

BACKGROUND INFORMATION: The asphalt materials purchase is needed to carry out preventive street maintenance and repairs. In the past few years, due to budget shortfalls, the street maintenance program did not include a thin overlay program but only purchased materials needed for localized repairs.

The amount of asphalt requested for Fiscal Year 2013/14 is the same as the previous year (800 tons) to accommodate localized repair needs.

Specifications for this project were approved on April 17, 2013. The City received the following bid for this project on May 15, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 59,500
George Reed, Inc.	Modesto	\$ 55,890

The contract contains an option to extend if mutually agreeable to the City and the contractor. Staff recommends authorizing the Public Works Director to execute one extension to the contract when it is in the best interest of the City to do so.

FISCAL IMPACT: Preventive maintenance will extend the useful life of our streets and reduce future street reconstruction costs.

FUNDING AVAILABLE: This project will be funded by Measure K (325039).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Schdelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Associate Civil Engineer Nathan
Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director

APPROVED:
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GEORGE REED, 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	

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, the Contractor agrees with the City, at to furnish all the materials as described in the Contract Documents which are hereby made a part of the Contract; the Contractor also agrees, in accordance with Section 2.4, "Ordering," of the General Provisions, that should it not be possible in certain instances for the supplier to make material available to the City, the City reserves the right to obtain the required materials from other vendors. The contract supplier shall have no recourse or claim against the City for any such purchases.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 2.5, "Measurement 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 - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials embraced in this agreement; and any adjustments to contract prices during the term of this contract shall be in accordance with Section 2.3, "Adjustment in Contract Prices" of the General Provisions for paving asphalt price fluctuations exceeding ten percent (10%); the Contractor also agrees to provide documentation of any price fluctuations, with compensation adjustments provided, prior to the invoicing of said price increases, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

**ASPHALT MATERIALS
2013/2014**

ITEM 1. 9.5mm (3/8") Max Medium Type A, PG 64-16 or 64-10

BASE PRICE PER TON:	\$64.50
TAX PER TON (if any):	\$5.16
ADDITIONAL COSTS (if any):	\$0.00
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TOTAL COST PER TON (FOB Plant)	\$69.66
Estimated Annual Quantity	500 Tons

TOTAL FOR ITEM 1
(Estimated Quantity x TOTAL COST PER TON) **\$ 34,830.00**

ITEM 2. 12.5m (1/2") Max Medium Type A, PG 64-10

BASE PRICE PER TON:	\$56.00
TAX PER TON (if any):	\$4.48
ADDITIONAL COSTS (if any):	\$0.00
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TOTAL COST PER TON (FOB Plant)	\$60.48
Estimated Annual Quantity	200 Tons

TOTAL FOR ITEM 2
(Estimated Quantity x TOTAL COST PER TON) **\$ 12,096.00**

ITEM 3. Cutback

BASE PRICE PER TON:	\$83.00
TAX PER TON (if any):	\$6.64
ADDITIONAL COSTS (if any):	\$0.00
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TOTAL COST PER TON (FOB Plant)	\$89.64
Estimated Annual Quantity	100 Tons

TOTAL FOR ITEM 3
(Estimated Quantity x TOTAL COST PER TON) **\$ 8,964.00**

TOTAL FOR ITEMS 1 - 3 \$55,890.00

Fee for Asphalt Recycling, \$ NC per ton. If No Charge write NC.

ARTICLE IV - 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 V - 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 VI - The purchase of asphalt material shall be for the period of July 1, 2013 through June 30, 2014 for the City of Lodi. The contract may be extended if agreed upon by the Contractor and the City.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

() _____
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-105

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013/14 ASPHALT MATERIALS AND
FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO EXECUTE EXTENSION

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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 May 15, 2013, at 11:00 a.m., for 2013/14 Asphalt Materials, described in the specifications therefore approved by the City Council on April 17, 2013; and

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

Bidder	Bid
George Reed, Inc.	\$55,890

WHEREAS, staff recommends awarding the contract for 2013/14 Asphalt Materials to the sole bidder, George Reed, Inc., of Modesto, California, in the amount of \$55,890.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2013/14 Asphalt Materials to the sole bidder, George Reed, Inc., of Modesto, California, in the amount of \$55,890; and

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

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute an additional one-year contract extension if in the best interests of the City.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-105 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk