



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013 Crack Sealing, Various City Streets to Graham Contractors, Inc., of San Jose (\$75,911.92)
MEETING DATE: June 19, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013 Crack Sealing, Various City Streets to Graham Contractors, Inc., of San Jose, in the amount of \$75,911.92.

BACKGROUND INFORMATION: This project consists of crack sealing approximately 2,930,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic and important preventive maintenance practices, but the work can only be performed during the warm summer months. In an effort to maximize the street area sealed during the summer months, this maintenance program will be contracted out. The proposed locations are shown in Exhibit A.

Specifications for this project were approved on April 17, 2013. The City received the following three bids for this project on May 22, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 101,667.75
Graham Contractors, Inc.	San Jose	\$ 75,911.92
Bond Blacktop, Inc.	Union City	\$ 149,383.80
Rubberized Crackfiller Sealant	Fullerton	\$ 158,619.24

FISCAL IMPACT: By increasing the crack sealing effort, the useful life of the City streets will be extended.

FUNDING AVAILABLE: This project will be funded by Measure K (325028).

Jordan Ayers
Deputy City Manager/Internal Services Director

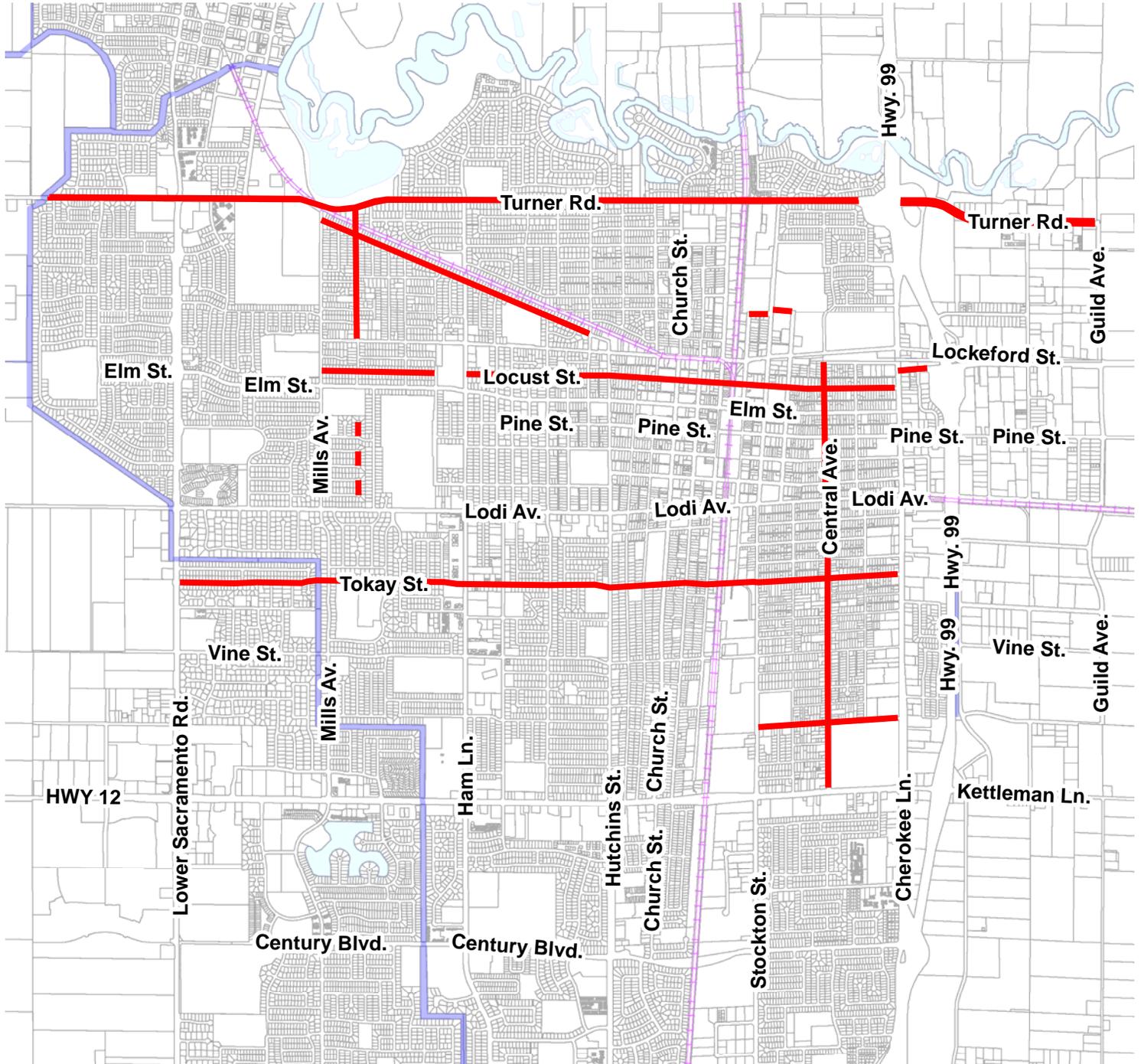
F. Wally Sandelin
Public Works Director

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

APPROVED:
Konradt Bartlam, City Manager

EXHIBIT A

2013 Crack Seal Locations



— 2013 Crack Seal Locations



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GRAHAM CONTRACTORS, 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 for the sealing of existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces and other incidental and related work in accordance with these specifications.

See Section 6-07 "Description of Bid Items" and Exhibits A and B for additional information.

CONTRACT ITEMS

Bid Item No.	Street Name	Approximate Street Area (SF)	Price per Square Foot	Total Cost Per Street
1	Central Avenue	355,944	\$ 0.028	\$ 9,966.43
2	Holly Drive	86,529	\$ 0.028	\$ 2,422.81
3	Lawrence Avenue	36,602	\$ 0.028	\$ 1,024.86
4	Locust Street	328,120	\$ 0.028	\$ 9,187.36
5	Loma Drive	67,120	\$ 0.028	\$ 1,879.36
6	Poplar Street	94,902	\$ 0.028	\$ 2,657.26
7	Tokay Street	496,308	\$ 0.028	\$ 13,896.62
8	Turner Road	1,230,975	\$ 0.028	\$ 34,467.30
9	Victor Road	14,640	\$ 0.028	\$ 409.92

TOTAL : \$ 75,911.92

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 **45 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. 2013-106

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013 CRACK SEALING, VARIOUS CITY
STREETS AND FURTHER AUTHORIZING THE PUBLIC
WORKS DIRECTOR TO EXECUTE EXTENSION

=====

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 22, 2013, at 11:00 a.m., for 2013 Crack Sealing, Various City Streets, 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
Graham Contractors, Inc.	\$ 75,911.92
Bond Blacktop, Inc.	\$ 149,383.80
Rubberized Crackfiller Sealant	\$ 158,619.24

WHEREAS, staff recommends awarding the contract for 2013 Crack Sealing, Various City Streets, to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$75,911.92.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2013 Crack Sealing, Various City Streets, to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$75,911.92; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 19, 2013

=====

I hereby certify that Resolution No. 2013-106 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