



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work to Popuch Concrete Contracting, Inc., of Lodi (\$198,600) and Authorizing Public Works Director to Execute Extensions

MEETING DATE: June 19, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work to Popuch Concrete Contracting, Inc., of Lodi, in the amount of \$198,600 and authorizing Public Works Director to execute extensions.

BACKGROUND INFORMATION: This project will provide the City with a unit-price bid for removing and/or constructing curb, gutter, and sidewalk in various locations throughout the city. This is a two-year contract and will be used to implement the sidewalk installation and repair program and to repair curb and gutter as needed during Fiscal Years 2013/14 and 2014/15. Provisions in the specifications will allow the City to extend the contract if it is mutually agreed upon by City staff and the contractor. Staff recommends authorizing the Public Works Director to execute two two-year extensions to the contract when it is in the best interest of the City to do so.

Specifications for this project were approved on April 17, 2013. The City received the following two bids for this project on May 29, 2013. One bid was non-responsive as it did not include the Receipt of Addendum.

Bidder	Location	Bid
Engineer's Estimate		\$ 275,500
Popuch Concrete Contracting, Inc.	Lodi	\$ 198,600
Jeff Case Construction	Galt	\$ 230,025*

*Non-Responsive

FISCAL IMPACT: This contract is a key component in the Streets and Drainage Division's ability to perform necessary maintenance. It also minimizes the risk of liability associated with damaged and/or non-compliant concrete improvements.

FUNDING AVAILABLE: This project will be funded by Measure K (325054) and Transportation Development Act (TDA) Bike/Ped (1241014).

 Jordan Ayers
 Deputy City Manager/Internal Services Director

 F. Wally Sandelin
 Public Works Director

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

Deputy Public Works Director – Utilities

APPROVED:

 Konradt Bartlam, City Manager

**2013-2015 SIDEWALK REPAIR PROGRAM AND
MISCELLANEOUS CONCRETE WORK**

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 POPUCH CONCRETE CONTRACTING, 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 remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as described in the specifications for the above project. This is a 2-year unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, all as shown in the specifications for "2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work".

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

CONTRACT ITEMS

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Saw Cut Concrete	LF	1,500	\$ 3.80	\$ 5,700.00
2	Remove Sidewalk or Asphalt Concrete	SF	12,000	\$ 3.25	\$ 39,000.00
3	Remove Commercial Sidewalk	SF	100	\$ 5.00	\$ 500.00
4	Remove Square-Type Curb and Gutter	LF	500	\$ 8.00	\$ 4,000.00
5	Remove Vertical-Type Curb and Gutter	LF	50	\$ 9.00	\$ 450.00
6	Remove Driveway-Type Curb and Gutter	LF	50	\$ 11.00	\$ 550.00
7	Remove Commercial-Type Curb and Gutter	LF	50	\$ 11.00	\$ 550.00
8	Root Surgery Under Sidewalk or in Planter Area	EA	100	\$ 250.00	\$ 25,000.00
9	Root Surgery Under Curb and Gutter	EA	20	\$ 300.00	\$ 6,000.00
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	SF	100	\$ 10.00	\$ 1,000.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	SF	4,000	\$ 6.50	\$ 26,000.00
12	Install Sidewalk or Residential Driveway (>300 SF)	SF	6,000	\$ 4.70	\$ 28,200.00

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
13	Install Commercial Driveway	SF	300	\$ 9.00	\$ 2,700.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	LF	100	\$ 42.00	\$ 4,200.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	LF	300	\$ 37.00	\$ 11,100.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	LF	100	\$ 42.00	\$ 4,200.00
17	Install Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	LF	300	\$ 37.00	\$ 11,100.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	LF	50	\$ 45.00	\$ 2,250.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	LF	50	\$ 37.00	\$ 1,850.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	LF	50	\$ 48.00	\$ 2,400.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	LF	50	\$ 42.00	\$ 2,100.00
22	Install Tree Well	EA	5	\$ 250.00	\$ 1,250.00
23	Install Furnished Side-Inlet Catch Basin Assembly	EA	2	\$ 625.00	\$ 1,250.00
24	Install Catch Basin Barrel	EA	2	\$ 1,150.00	\$ 2,300.00
25	Install Furnished Street Name Sign Base	EA	2	\$ 100.00	\$ 200.00
26	Miscellaneous Concrete Subgrade Compaction	SF	12,000	\$ 1.00	\$ 12,000.00
27	Move-In Cost for Jobs Less Than \$200	EA	5	\$ 550.00	\$ 2,750.00

TOTAL: \$ 198,600.00

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 length of the contract will be twenty-four (24) months, starting July 1, 2013 and ending June 30, 2015. The contract may be extended if agreed upon by the Contractor and the City.

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. 2013-108

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR 2013-2015 SIDEWALK REPAIR PROGRAM AND MISCELLANEOUS CONCRETE WORK AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE EXTENSIONS

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 29, 2013, at 11:00 a.m., for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work, 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
Popuch Concrete Contracting, Inc.	\$ 198,600
Jeff Case Construction	\$ 230,025*
*Non-Responsive	

WHEREAS, staff recommends awarding the contract for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work to the low bidder, Popuch Concrete Contracting, Inc., of Lodi, California, in the amount of \$198,600.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work to the low bidder, Popuch Concrete Contracting, Inc., of Lodi, California, in the amount of \$198,600; 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 two 2-year extensions if in the best interests of the City.

Dated: June 19, 2013

I hereby certify that Resolution No. 2013-108 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