



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton (\$49,107.50)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton, in the amount of \$49,107.50.

**BACKGROUND INFORMATION:** The White Slough Water Pollution Control Facility (WSWPCF) has four onsite storage ponds with a capacity of 100 million gallons and working depths ranging from 7 to 9 feet. These ponds are primarily used for effluent storage for use as agricultural irrigation or as storage of effluent not suitable for surface water discharge due to plant operational issues. Currently, these ponds are only partially fenced on the southern border.

In order to minimize the potential for liability, the full perimeter of the ponds needs to be fenced, preventing unauthorized public access into the ponds. This project includes approximately 4,800 lineal feet of fence and three access gates. The layout of the fencing will allow public access to the existing wildlife viewing area at the northeast corner of Pond 3.

Plans and specifications for this project were approved on November 20, 2013. The City received the following 10 bids for this project on December 12, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 79,050.00
Stockton Fence & Material Company	Stockton	\$ 49,107.50
Arrow Fencing	Calpella	\$ 54,865.00
All State Fence	Lathrop	\$ 58,562.50
Golden Bay Fence Plus Iron Works	Stockton	\$ 64,302.00
Benton Fencing & Drilling	Acampo	\$ 70,975.00
Roebbelen Contracting	El Dorado Hills	\$ 77,055.00
FenceCorp	Sacramento	\$ 81,146.50
Land Graphics Fencing	Sloughhouse	\$ 99,750.00
Joe Miller Construction	Sacramento	\$ 106,870.50*
Bailey Fence Company	Hayward	\$ 115,590.39*

\* Corrected Total

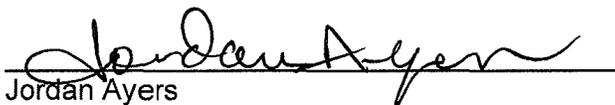
APPROVED:

Konradt Bartlam, City Manager

This project is budgeted for \$100,000 in FY 2013/14. That amount covers the contract, engineering, inspection and project contingencies.

**FISCAL IMPACT:** This project will reduce the risk of liability associated with unrestricted access to the ponds.

**FUNDING AVAILABLE:** Wastewater Capital (171493)

  
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  
Deputy Public Works Director – Utilities  
City Engineer/Deputy Public Works Director  
Wastewater Plant Superintendent

**WHITE SLOUGH WATER POLLUTION CONTROL FACILITY  
POND FENCING PROJECT 2013  
12751 North Thornton 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 STOCKTON FENCE & MATERIAL COMPANY, 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 2010 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 construct 4,800 linear feet of 6-foot tall chain link fence around the north, east, and west sides of the storage ponds at the White Slough Water Pollution Control Facility. Two pedestrian gates and one vehicular gate will be installed with the project. All work is as described in the specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Install Six-Foot Tall Chain Link Fence	LF	4,800	\$ 8.82	\$42,336.00
2.	Existing Fence Removal	LF	4,050	\$ 0.95	\$ 3,847.50
3.	Install Walk (Pedestrian) Gate	EA	2	\$ 777.00	\$ 1,554.00
4.	Install 16-Foot Wide Vehicle Gate (Dual 8-Foot)	EA	1	\$ 1,370.00	\$ 1,370.00
TOTAL					\$49,107.50

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 **28 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. 2014-04

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
CONTRACT FOR THE WHITE SLOUGH WATER POLLUTION  
CONTROL FACILITY POND FENCING PROJECT 2013

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 12, 2013, at 11:00 a.m., for the White Slough Water Pollution Control Facility Pond Fencing Project 2013, described in the plans and specifications therefore approved by the City Council on November 20, 2013; and

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

<b>Bidder</b>	<b>Bid</b>	
Stockton Fence & Material Company	\$	49,107.50
Arrow Fencing	\$	54,865.00
All State Fence	\$	58,562.50
Golden Bay Fence Plus Iron Works	\$	64,302.00
Benton Fencing & Drilling	\$	70,975.00
Roebbelen Contracting	\$	77,055.00
FenceCorp	\$	81,146.50
Land Graphics Fencing	\$	99,750.00
Joe Miller Construction	\$	106,870.50*
Bailey Fence Company	\$	115,590.39*
* Corrected Total		

WHEREAS, staff recommends awarding the contract to the low bidder, Stockton Fence & Material Company, in the amount of \$49,107.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the White Slough Water Pollution Control Facility Pond Fencing Project 2013 to the low bidder, Stockton Fence & Material Company, of Stockton, California, in the amount of \$49,107.50; and

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

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-04 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON  
City Clerk