



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2014-2015 Fence Repair Program, Various Locations, to John D. Wait Masonry, Inc., of Lodi (\$48,349.92); Authorizing Public Works Director to Execute Extensions; and Appropriating Funds (\$50,000)

MEETING DATE: May 7, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2014-2015 Fence Repair Program, Various Locations, to John D. Wait Masonry, Inc., of Lodi, in the amount of \$48,349.92; authorizing Public Works Director to execute extensions; and appropriating funds in the amount of \$50,000.

BACKGROUND INFORMATION: City grape stake fences and block walls are occasionally destroyed by vehicle accidents or intentional vandalism. Previously, the City has hired contractors to repair the segments on a case-by-case basis. This method has historically been effective for small sections; however, the repairs have been delayed for larger projects.

This contract will be performed on an "as-needed" basis, allowing quick responses to any necessary repairs, regardless of the size. The contract will include masonry block repair and replacing damaged grape stake fences with matching slump stone block.

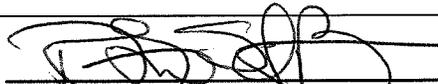
Specifications for this project were approved on February 19, 2014. The bid opening date was March 26, 2014. No bids were received for the project. Staff spoke with a number of contractors about the project following the bid due date to determine why they did not bid. The responses were typically that the smaller contractors were not willing to comply with the prevailing wage requirements and the larger contractors were not able to provide the on-call responses for small quantities of wall.

Section 20166 of the California Public Contract Code states that, "If no bids are received, the legislative body may have the project done without further complying with this chapter."

Staff had additional discussions with local contractors that have previously provided similar services. Proposals were requested from the following local masonry contractors: John D. Wait Masonry, Jeff Case Construction, Gibson Masonry, and Ed Loo Masonry. A proposal was provided by John D. Wait Masonry only. Jeff Case Construction and Gibson Masonry declined to provide a proposal for the work and staff was unable to get a response from Ed Loo Masonry.

John D. Wait Masonry was the low bidder for the City's Lodi West Wall Replacement project that was publically bid in February 2014.

Staff recommends awarding the contract to John D. Wait Masonry and authorizing the Public Works Director to negotiate and execute up to two one-year extensions of the contract.

APPROVED: 
 Stephen Schwabauer, Interim City Manager

Adopt Resolution Awarding Contract for 2014-2015 Fence Repair Program to John D. Wait Masonry, Inc., of Lodi (\$48,349.92); Authorizing Public Works Director to Execute Extensions; and Appropriating Funds (\$50,000)

May 7, 2014

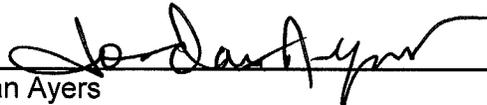
Page 2

FISCAL IMPACT:

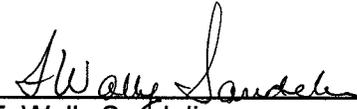
The project will have a minimal impact on total maintenance cost but will reduce the City's liability associated with the damaged walls by reducing the repair response times.

FUNDING AVAILABLE:

Requested Appropriation:
Street Fund (320): \$50,000.



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: Deputy Public Works Director – Utilities

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and JOHN D WAIT MASONRY, 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 damaged fences and/or block walls at various locations throughout the City, and other incidental and related work, all as described in the specifications for this project.

CONTRACT ITEMS

Item No.	Description	Unit	Est'd Qty	Unit Price	Total Price
1	Grape Stake Replacement	LF	128	\$ 247.50	\$ 31,680.00
2	Reconstruct 6' Block Wall	LF	16	\$ 299.06	\$ 4,784.96
3	Reconstruct 8'8" Block Wall	LF	16	\$ 430.31	\$ 6,884.96
4	Misc. Wall Allowance (Only with City Authorization)	LS	1	\$ 5,000.00	\$ 5,000.00

TOTAL \$ 48,349.92

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 contract will begin after the City Manager has executed the contract and will end June 30, 2015. 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:

CITY OF LODI

By: _____
Stephen Schwabauer
Interim City Manager

By: _____

Date: _____

Title

Attest

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice Magdich
Interim City Attorney 

1. AA# _____

2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	4/23/2014
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	320		3205	Fund Balance	\$ 50,000.00
B. USE OF FINANCING	320	320127	7720	Reverse Frontage Wall Repairs	\$ 50,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with John D. Wait Masonry for the 2014-15 Fence Repair Program

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Swamy Saundel

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-62

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR THE 2014-2015 FENCE REPAIR PROGRAM, VARIOUS LOCATIONS; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE EXTENSIONS; AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were solicited to be publicly opened on March 26, 2014, at 11:00 a.m., for the 2014-2015 Fence Repair Program, Various Locations, described in the specifications therefore approved by the City Council on February 19, 2014; and

WHEREAS, no bids were received; and

WHEREAS, Section 20166 of the California Public Contract Code states that, "If no bids are received, the legislative body may have the project done without further complying with this chapter"; and

WHEREAS, proposals were requested from the following local masonry contractors: John D. Wait Masonry, Jeff Case Construction, Gibson Masonry, and Ed Loo Masonry; a proposal was provided by John D. Wait Masonry only; and

WHEREAS, staff recommends awarding the contract for the 2014-2015 Fence Repair Program, Various Locations, to the sole bidder, John D. Wait Masonry, Inc., of Lodi, California, in the amount of \$48,349.92, and authorizing the Public Works Director to negotiate and execute up to 2 one-year extensions of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2014-2015 Fence Repair Program, Various Locations, to the sole bidder, John D. Wait Masonry, Inc., of Lodi, California, in the amount of \$48,349.92; and

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

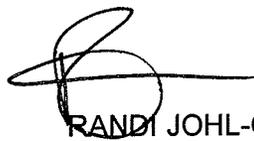
BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to negotiate and execute up to 2 one-year extensions of the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$50,000 be appropriated for the project from the Street Fund.

Dated: May 7, 2014

I hereby certify that Resolution No. 2014-62 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 7, 2014, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katzakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Nakanishi
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk