



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Awarding Contract for 2014 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$277,083.90)

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2014 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$277,083.90.

BACKGROUND INFORMATION: This project consists of constructing improvements at 29 bus stop locations on the GrapeLine's fixed-route bus system. Six bus stops will only receive new concrete pads, 11 will receive benches, three will have relocated shelters, and nine will receive new shelters. Each new shelter will include a bench and a trash can.

New or replacement concrete will be added to a number of stops to accommodate the benches or shelters. City staff will work with property owners to obtain license agreements prior to the start of construction for bus stop improvements partially on private property. The improvements provide wider pedestrian travel paths and meet Americans with Disabilities Act (ADA) requirements. The proposed bus stop improvements are as follows:

1. Central Avenue north of Mission Street – east side of the street
2. Central Avenue south of Hilborn Street – east side of the street
3. Central Avenue north of Mission Street – west side of the street
4. Central Avenue south of Harold Street – west side of the street
5. Central Avenue south of Oak Street – west side of the street
6. Central Avenue south of Vine Street – west side of the street
7. Cherokee Lane north of Kettleman Lane – east side of the street
8. Cherokee Lane north of Walnut Street – east side of the street
9. Cherokee Lane south of Delores Street – east side of the street
10. Cherokee Lane north of Tokay Avenue – west side of the street
11. Cherokee Lane south of Almond Drive – west side of the street
12. Cherokee Lane south of Poplar Street – west side of the street
13. Ham Lane south of Century Boulevard – west side of the street
14. Hutchins Street north of Pine Street – east side of the street
15. Hutchins Street north of Century Boulevard – west side of the street
16. Pixley Parkway south of Auto Center Drive – west side of the street
17. Stockton Street north of Elm Street – west side of the street
18. Vine Street west of Hutchins Street – north side of the street
19. Lockeford Street east of Stockton Street – north side of the street
20. Calaveras Street south of Murray Street – east side of the street
21. Lockeford Street west of Church Street – north side of the street

APPROVED:

Stephen Schwabauer, Interim City Manager

Adopt Resolution Awarding Contract for 2014 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$277,083.90)

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- 22. Lower Sacramento Road south of Elm Street – west side of the street
- 23. Melby Drive north of Harney Lane – west side of the street
- 24. Oak Street west of Central Avenue – north side of the street
- 25. Oak Street west of Washington Street – north side of the street
- 26. Pine Street west of Central Avenue – south side of the street
- 27. Pine Street west of Cherokee Lane – south side of the street
- 28. Pine Street west of Stockton Street – north side of the street
- 29. Pine Street west of Stockton Street – south side of the street

These locations were selected based on the Short Range Transit Plan recommendations accepted by Council in September 2013 and the bus stop boarding/alighting surveys.

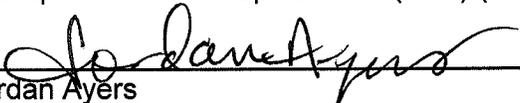
Plans and specifications for this project were approved on April 2, 2014. The City received the following six bids for this project on May 14, 2014. Two bids did not include receipt of addenda and were deemed non-responsive.

Bidder	Location	Bid
Engineer's Estimate		\$ 307,562.00
A. M. Stephens Construction Company, Inc.	Lodi	\$ 277,083.90
Diede Construction	Woodbridge	\$ 280,347.04
Hobbs Construction	Fresno	\$ 282,403.00
F. Loduca Company	Stockton	\$ 321,979.00*
Matt McCarty Construction	Lodi	\$ 279,651.99* **
Taylor Backhoe Service	Merced	\$ 308,665.01**

* Corrected Total
** Non-Responsive

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: This project will be funded by Federal Transit Administration (FTA) / Transportation Development Act (TDA) (125180).



 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: Transportation Manager

**2014 GRAPELINE BUS STOP IMPROVEMENTS
VARIOUS LOCATIONS**

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 A. M. STEPHENS CONSTRUCTION COMPANY, 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 2006 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

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 improve 29 bus stop locations on the GrapeLine’s fixed-route bus system. Six bus stops will only receive new concrete pads, 11 will receive benches, three will have relocated shelters, and nine will receive new shelters. Each new shelter will also include a bench, a trash can, and other incidental and related work. All work is as described in the specifications for the 2014 GrapeLine Bus Stop Improvements, Various Locations.

CONTRACT ITEMS

Item	Description	Unit	Qty	Unit Price	Total
1	Clearing and Grubbing	LS	1	\$30,000.00	\$30,000.00
2	Remove Sidewalk / Ramp / Dwy / AC Approach	SF	3,329	\$8.50	\$28,296.50
3	Remove Curb / Curb and Gutter	LF	237	\$5.00	\$1,185.00
4	Remove and/or Salvage Sign and Post	EA	5	\$100.00	\$500.00
5	Remove and Salvage Sign Only	EA	4	\$100.00	\$400.00
6	Relocation Sign and Post	EA	2	\$300.00	\$600.00
7	Remove & Salvage Bench	EA	5	\$300.00	\$1,500.00
8	Concrete Subgrade Compaction	SF	7,285	\$5.50	\$40,067.50
9	Install Concrete Pad / Sidewalk / Ramp / Res. Dwy	SF	6,427	\$7.50	\$48,202.50
10	Install Comm. Gutter and/or Driveway / Alley Approach	SF	858	\$9.80	\$8,408.40
11	Install Curb / Curb and Gutter	LF	193	\$39.00	\$7,527.00
12	Install Asphalt Concrete Transition	SF	308	\$9.00	\$2,772.00
13	Install Sign and Post	EA	3	\$500.00	\$1,500.00

Item	Description	Unit	Qty	Unit Price	Total
14	Furnish and Install Shelter, Bench, and Amenities	EA	9	\$8,600.00	\$77,400.00
15	Relocate Shelter, Bench, and Amenities	EA	3	\$1,300.00	\$3,900.00
16	Furnish and Install Bench	EA	5	\$985.00	\$4,925.00
17	Install (Salvaged) Bench	EA	5	\$300.00	\$1,500.00
18	Replace Ex DICB with SICB	EA	1	\$1,000.00	\$1,000.00
19	Furnish and Install Trash Can	EA	11	\$950.00	\$10,450.00
20	Reset SICB Frame and Cover	EA	1	\$250.00	\$250.00
21	Furnish and Install Truncated Domes (3'x4')	EA	4	\$575.00	\$2,300.00
22	Replace Screens	LS	1	\$1,000.00	\$1,000.00
23	Remove and Replace Street Section	SF	320	\$10.00	\$3,200.00
24	Relocate Tree	EA	1	\$200.00	\$200.00

TOTAL \$277,083.90

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 70 WORKING 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: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Title

Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



RESOLUTION NO. 2014-85

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
FOR THE 2014 GRAPELINE BUS STOP IMPROVEMENTS

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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 14, 2014, at 11:00 a.m., for the 2014 GrapeLine Bus Stop Improvements, described in the specifications therefore approved by the City Council on April 2, 2014; and

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

Bidder	Bid
A. M. Stephens Construction Company, Inc.	\$ 277,083.90
Diede Construction	\$ 280,347.04
Hobbs Construction	\$ 282,403.00
F. Loduca Company	\$ 321,979.00*
Matt McCarty Construction	\$ 279,651.99* **
Taylor Backhoe Service	\$ 308,665.01**

* Corrected Total
** Non-Responsive

WHEREAS, staff recommends awarding the contract for the 2014 GrapeLine Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$277,083.90.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2014 GrapeLine Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$277,083.90; and

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

Dated: June 4, 2014

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I hereby certify that Resolution No. 2014-85 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 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