



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Awarding Contract for Stockton Street Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$178,162.40) and Appropriating Funds (\$205,000)

MEETING DATE: September 4, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Stockton Street Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$178,162.40 and appropriating funds in the amount of \$205,000.

BACKGROUND INFORMATION: This project consists of furnishing and installing approximately 5,200 square feet of asphalt concrete and aggregate base, approximately 550 lineal feet of concrete vertical curb, gutter and sidewalk, storm drain inlets, and curb return; relocating an existing traffic signal pole; replacing/adding traffic signal loop detectors; and other incidental and related work, all as shown on the plans and specifications for the above project.

On October 14, 2008, Council approved an Improvement Deferral Agreement for Thule Hitch Systems for the property located at 1313 South Stockton Street. The Improvement Deferral Agreement required the owner to pay for or complete frontage improvements along Stockton Street within two years of the approval date. Since that time, Thule Hitch Systems sold the property to Mepco Company before the required improvements were completed. As a condition of sale, Thule Hitch Systems was required to fulfill the terms of the original Improvement Deferral Agreement by paying the City \$110,000 for these frontage improvements along Stockton Street.

The original project was to add curb, gutter and sidewalk to the frontage of the property at 1313 South Stockton Street. Subsequently, the Public Works Department decided to fix an existing traffic lane misalignment condition by realigning the curb return at the northwest corner of the Kettleman Lane and Stockton Street intersection. These changes to the project increased the project cost from the estimated \$110,000 to the bid amount of \$178,162.40. Additionally, due to the work within Caltrans right-of-way, the Public Works staff is recommending an extra 15% appropriation above the contract value in case there are unforeseen conditions found in Caltrans right-of-way. The total appropriation request is \$205,000.

Plans and specifications for this project were approved on March 20, 2013. The City received the following eight bids for this project on August 7, 2013.

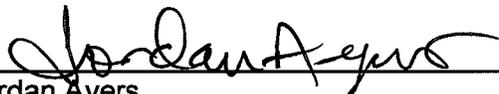
APPROVED: _____

Konradt Bartlam
Konradt Bartlam, City Manager

Bidder	Location	Bid
Engineer's Estimate		\$ 163,917.50
A. M. Stephens Construction Company	Lodi	\$ 178,162.40
FBD Vanguard Construction	Livermore	\$ 195,530.50
Cazadores Construction	El Dorado Hills	\$ 202,701.25
Martin General Engineering	Rancho Cordova	\$ 208,701.00
B&M Builders	Rancho Cordova	\$ 212,116.00
Taylor Backhoe Service	Merced	\$ 231,546.00
Knife River Construction	Stockton	\$ 239,999.00
Robert Burns Construction	Stockton	\$ 284,549.50

FISCAL IMPACT: The project will increase the long-term maintenance cost of the added pavement sections.

FUNDING AVAILABLE: Requested Appropriation: Streets Capital (320124) - \$205,000



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Chris Boyer, Assistant Engineer
 FWS/CB/pmf
 cc: Deputy Public Works Director – Utilities

**STOCKTON STREET OFFSITE IMPROVEMENT
1313 South Stockton Street**

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,
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.

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Thermoplastic Markings	SF	60	\$ 11.05	\$ 663.00
12.	Thermoplastic Stripe	LF	570	\$ 3.10	\$ 1,767.00
13.	Water Pollution Control	LS	1	\$ 8,250.00	\$ 8,250.00
14.	12-Inch Storm Pipe	LF	36	\$ 184.00	\$ 6,624.00
15.	48-Inch Storm Manhole	EA	1	\$ 4,200.00	\$ 4,200.00
16.	Side Inlet Catch Basin	EA	2	\$ 1,800.00	\$ 3,600.00
TOTAL					\$178,162.40

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 **60 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: _____

Title

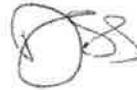
Attest

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
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: 8/19/2013
 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	\$ 205,000.00
B. USE OF FINANCING	320	320124	7720	Stockton/Kettleman Improvements	\$ 205,000.00

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 AM Stephens for Stockton Street Improvements

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

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

Department Head Signature: Wally Sandel

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-159

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
FOR STOCKTON STREET IMPROVEMENTS PROJECT AND
FURTHER APPROPRIATING FUNDS

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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 August 7, 2013, at 11:00 a.m., for the Stockton Street Improvements Project described in the plans and specifications therefore approved by the City Council on March 20, 2013; 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	\$ 178,162.40
FBD Vanguard Construction	\$ 195,530.50
Cazadores Construction	\$ 202,701.25
Martin General Engineering	\$ 208,701.00
B&M Builders	\$ 212,116.00
Taylor Backhoe Service	\$ 231,546.00
Knife River Construction	\$ 239,999.00
Robert Burns Construction	\$ 284,549.50

WHEREAS, staff recommends awarding the contract for the Stockton Street Improvements Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$178,162.40.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Stockton Street Improvements Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$178,162.40; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$205,000 be appropriated for the project from the Streets Capital account.

Dated: September 4, 2013

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I hereby certify that Resolution No. 2013-159 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 4, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk